

STEVEN J. BOYAJIAN

One Financial Plaza, 14th Floor
Providence, RI 02903-2485
Main (401) 709-3300
Fax (401) 709-3399
sboyajian@rc.com
Direct (401) 709-3359

Also admitted in Massachusetts

November 10, 2022

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Docket No. 22-33-EE - 2023 Annual Energy Efficiency Plan
Responses to DIV Data Requests – Set 1**

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”), I have enclosed a full set of the Company’s responses to the Division of Public Utilities and Carriers’ First Set of Data Requests in the above-referenced docket.

Thank you for your attention to this matter. If you have any questions, please contact me at (401) 709-3359.

Sincerely,



Steven J. Boyajian

Enclosure

cc: Docket 22-33-EE Service List

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate were electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.



Heidi J. Seddon

November 10, 2022

Date

Docket No. 22-33-EE – Rhode Island Energy’s Energy Efficiency Plan 2023 Service list updated 11/07/22

Name /Address	E-mail Distribution List	Phone
The Narragansett Electric Company d/b/a Rhode Island Energy Andrew Marcaccio, Esq. 280 Melrose St. Providence, RI 02907	amarcaccio@pplweb.com ;	401-784-4263
	cobrien@pplweb.com ;	
	jhutchinson@pplweb.com ;	
	jscanlon@pplweb.com ;	
	dmmoreira@rienergy.com ;	
	MOCrayne@rienergy.com ;	
	BSFeldman@rienergy.com ;	
	ACLi@rienergy.com ;	
	DJTukey@rienergy.com ;	
	SBriggs@pplweb.com ;	
	BJPelletier@rienergy.com ;	
	JKessler@rienergy.com ;	
	JOliveira@pplweb.com ;	
	mjshafer@pplweb.com ;	
	kgrant@rienergy.com ;	
Leticia C. Pimentel, Esq. Steve Boyajian, Esq. Robinson & Cole LLP One Financial Plaza, 14th Floor Providence, RI 02903	sboyajian@rc.com ;	
	LPimentel@rc.com ;	
	HSeddon@rc.com ;	

Division of Public Utilities and Carriers Margaret L. Hogan, Esq.	Margaret.L.Hogan@dpuc.ri.gov ;	401-780-2120
	Jon.hagopian@dpuc.ri.gov ;	
	john.bell@dpuc.ri.gov ;	
	Joel.munoz@dpuc.ri.gov ;	
	Machaela.Seaton@dpuc.ri.gov ;	
	Paul.Roberti@dpuc.ri.gov ;	
Synapse Energy Economics Tim Woolf Jennifer Kallay 22 Pearl Street Cambridge, MA 02139	twoolf@synapse-energy.com ;	
	jkallay@synapse-energy.com ;	
RI EERMC Marisa Desautel, Esq. Office of Marisa Desautel, LLC 55 Pine St. Providence, RI 02903	marisa@desautelesq.com ;	401-477-0023
	mdewey@desautelesq.com ;	
	Adrian.Caesar@nv5.com ;	
	Craig.Johnson@nv5.com ;	
	Samuel.Ross@nv5.com ;	
Acadia Center Hank Webster, Director & Staff Atty.	HWebster@acadiacenter.org ;	401-276-0600 x402
Office of Energy Resources (OER) Albert Vitali, Esq. Dept. of Administration Division of Legal Services One Capitol Hill, 4 th Floor Providence, RI 02908	Albert.Vitali@doa.ri.gov ;	401-222-8880
	Nancy.Russolino@doa.ri.gov ;	
	Christopher.Kearns@energy.ri.gov ;	
	Anika.Kreckel.CTR@energy.ri.gov ;	
	Steven.Chybowski@energy.ri.gov ;	
	Nathan.Cleveland@energy.ri.gov ;	
Original & 9 copies file w/: Luly E. Massaro, Commission Clerk John Harrington, Commission Counsel Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2107
	John.Harrington@puc.ri.gov ;	
	Alan.nault@puc.ri.gov ;	
	Todd.bianco@puc.ri.gov ;	
	Emma.Rodvien@puc.ri.gov ;	
Interested Party		
Dept. of Human Services Frederick Sneesby	Frederick.sneesby@dhs.ri.gov ;	
RI Infrastructure Bank Chris Vitale, Esq.,	cvitale@hvlawltd.com ;	
	SUsatine@riib.org ;	

Green Energy Consumers Alliance
Larry Chretien, Executive Director

Larry@massenergy.org;

<p>Green Energy Consumers Alliance Larry Chretien, Executive Director</p>	<p>Larry@massenergy.org;</p>	
--	--	--

DIV 1-1
Multifamily outreach

Request:

Bates Page 55 states "In the multifamily program, the Company will increase focus and outreach on landlords and non-participants that have high propensity scores."

- a) Please provide the budget allocated to increase outreach on landlords and non-participants with high propensity scores.
- b) How many non-participants have high propensity scores?
- c) What percentage of customers are non-participants with high propensity scores?
- d) Please provide the number of rebates and total incentives associated with efforts to increase participation by non-participants with high propensity scores.
- e) What is the anticipated participation rate for these non-participants with high propensity scores?
- f) Please provide the budget allocated to increase outreach on non-participants with lower propensity scores.
- g) How many non-participants have lower propensity scores?
- h) What percentage of customers are non-participants with lower propensity scores?
- i) Please provide the number of rebates and total incentives associated with efforts to increase participation by non-participants with lower propensity scores.
- j) What is the anticipated participation rate for these non-participants with lower propensity scores?

Response:

- a) There is no specific budget allocated for specific marketing tasks. The overall multifamily marketing budget is planned to be \$67,821 on the electric side and \$50,811 on the gas side. Landlord outreach will include direct mail pieces to landlords to educate them on the energy efficiency offerings.
- b) The Cadeo study groups propensity scores into three groups: low (0.00 - 0.3), mid (0.3 to 0.6), and high (0.6-1). The study found that 60,602 identified nonparticipating electric and gas accounts (19%) had a high propensity score of greater than 0.6.
- c) 19% of identified nonparticipating electric and gas accounts had a high propensity score.
- d) There is no dedicated allocation to this group of customers.

DIV 1-1, Page 2
Multifamily outreach

- e) The study did not include an anticipated aggregate participation rate for these groups. Rather, a higher propensity score indicates that a customer is more similar to other customers that have participated in the programs, meaning they are more likely to respond to marketing and outreach efforts and therefore more likely to participate in the programs themselves.
- f) There is no dedicated allocation to this group of customers.
- g) The study found that 178,762 identified nonparticipating electric and gas accounts (56%) had a low propensity score of less than 0.3.
- h) 56% of identified nonparticipating electric and gas accounts had a low propensity score.
- i) In order for non-participants to participate in energy efficiency, they need to become aware of the existence of energy efficiency and programs that are applicable to them. 2023 will be an important year to grow the awareness of non-participants through broad mass marketing campaigns as well as targeted relationship building through local organizations. The non-participant grouping will be budgeted within the overall multifamily program. Since the labeling of non-participants is outside of the customer service system that the Company uses for billing and identification, mapping to the standalone data for reporting purposes will be backwards looking at year end to see what percentage of the non-participants took actions in 2023. The standalone system will be used by marketing for standalone messaging to non-participants.
- j) The study did not include an anticipated aggregate participation rate for these groups. Rather, a lower propensity score indicates that a customer is less similar to other customers that have participated in the programs, meaning they are less likely to respond to marketing and outreach efforts and therefore less likely to participate in the programs themselves.

DIV 1-2
C&I Trainings

Request:

Table 8, Bates Pages 66 and 67 includes likely C&I trainings that the Company hopes to offer which were included in the 2022 Plan and deferred until 2023.” Why were these activities deferred a year?

Response:

A wide range of potential trainings were summarized in the 2022 Plan. The Company made substantial progress on refining the list of training activities to sponsor, capturing input from program staff, program implementation vendors, Project Expeditors (C&I turnkey vendors), and others about which specific trainings would be most attractive to them.

Scheduling and promotion of these trainings were delayed by the Company's transition and subsequent staffing transitions. Staffing will be more stable next year, and planning and coordinating these trainings will be a priority.

DIV 1-3
Inflation

Request:

Bates Page 91 states, "The amount of inflation that has occurred in recent months was not factored into the 2021 – 2023 Three-Year Plan but has been considered in 2023 planning. Based on some focused research and information from the field, the average energy efficiency dollar acquires at least 10% fewer savings than projected in the Three-Year Plan."

- a) What inflation rate was applied to the costs?
- b) What inflation rate was applied to the benefits?

Please describe the focused research and information from the field.

Response:

- a) Although costs were generally assumed to be higher, no single inflation rate was applied to program costs because costs increase vary for different categories of costs. Across the entire portfolio, measure installation costs per unit of savings increased by 12 percent for gas and 15 percent for electric (after adjusting for changes in C&I lighting savings calculations). These cost increases are near the low end of cost increases found in the Company's 2022 supply chain study, which reported equipment cost increases of 10 to 35 percent. Although labor cost increases have also been observed, program costs for non-incentive budgets did not incorporate cost inflation.
- b) The Company applied a nominal inflation rate of 1.5 percent to the benefits. This rate was applied because the benefit streams (per unit of savings) are determined through the Avoided Energy Supply Cost ("AESC") study. This study is typically updated every three years, and 2023 is the second year of the current AESC cycle.

Because substantial inflation has been observed during 2022 (and is anticipated to continue in 2023), including very large energy prices increases, the 1.5 percent inflation rate dramatically understates benefits in the short term.

DIV 1-4
Energy Wise Single Family – New for 2023

Request:

The Company states at Bates 110 that “in order the reduce friction in participation, non-participants in census tracts that have one or more of DEM’s criteria be allowed to participate in low- and moderate-income offerings without any income requirements.”

- a) What does the Company mean by “in order to reduce friction in participation”?
- b) How does eliminating an income requirement for low- and moderate-income offerings achieve the goal of reaching the targeted population?

Response:

- a) Friction in this situation refers to added work required for a customer to become income qualified. Currently, to participate in the income eligible program, a customer needs to be on the Company’s low-income rate. This means the customer needs to first qualify through the State of Rhode Island either through SNAP, LIHEAP, SSI or some other state or federal services to get on the Company’s low-income rate. Low-to-moderate-income (“LMI”) currently requires a self-attestation by the customer for household size and income level. By defining customers that live in DEM’s census tracts as automatically qualified, it would remove additional income qualification. The Company has been monitoring how the neighboring states of Massachusetts and Connecticut define customers by census tract and is learning that this is not an insignificant effort in time and cost. Given the magnitude of this undertaking the Company is trying to understand how this proposal would be received before developing a workplan for future implementation.
- b) Removing the income verification requirement removes one hurdle, the income qualification step, that may dissuade customer participation. Currently, the self-attestation is not that burdensome, but some customers may find having to provide tax records, particularly if they do not have tax records, may be enough for them to end their customer participation journey. Conversely, if a customer finds they can call and be served with no additional paperwork, they may end up telling their neighbors how easy it is to take advantage of the energy efficiency programs.

DIV 1-5
Energy Wise Single Family – New for 2023

Request:

At Bates 111, the Company states that the Income Eligible Services Program is working closely with the Company's discount rate program to introduce new customers to the energy efficiency program. Please describe these efforts in detail.

Response:

The Company sends e-mail and direct mail to customers newly enrolled in the discount rate to promote the income eligible energy efficiency program on a quarterly basis. Communications are in English, Spanish, and Portuguese. The Q3 2022 e-mails yielded a 47.79% open rate. The benchmark open rate for e-mails is 28.15%, according to Questline's 2022 Energy Utility Benchmarks Report.

Please see Attachment DIV 1-5 for the direct mail piece sent for Q3 2022.



Rhode Island Energy™

a PPL company

280 Melrose Street • Providence, RI 02907

1-401-351-1800 • rienrgy.com/ri-income

August 2022

Dear Valued Customer,

We're committed to helping you save energy and money. That's why we're here to help with no-cost energy upgrades that may lower your bills and raise your comfort level. You may be able to receive energy-saving upgrades for your home, such as weatherization, a new heating system, replacement appliances and more – at no cost to you.

Take the first step—call us to request a no-cost home energy assessment. As a thank you for completing the assessment, you will receive no-cost LED light bulbs, faucet aerators and low-flow showerheads.

Plus, potential no-cost upgrades installed at follow-up appointments could include:

- ◆ Home insulation
- ◆ Air sealing of leaks
- ◆ Weather stripping
- ◆ Heating system replacement
- ◆ Replacement of inefficient appliances such as refrigerators, dehumidifiers, clothes washers, freezers, and window air conditioners

To schedule your Home Energy Assessment, call Eastbay Community Action Program at 1-401-437-1000 extension 1138. Visit rienrgy.com/ri-income to learn more.

This program is designed for income-eligible Rhode Island one- to four-unit homes. If you live in a building with five or more units in which at least half of the residents meet income-eligibility requirements, you may be eligible to be served by our multifamily program. Please have your landlord or condo association call 1-888-633-7947 to learn more. These programs are funded by the energy-efficiency charge on all customers' gas and electric bills, in accordance with Rhode Island law.

Agosto de 2022

Estimado cliente,

Estamos comprometidos a ayudarlo a ahorrar energía y dinero, lo cual ahora es más importante que nunca. Estamos aquí para ayudarlo con actualizaciones de energía sin costo que pueden reducir sus facturas y aumentar su nivel de comodidad. Es posible que pueda recibir actualizaciones de ahorro de energía para su hogar, como climatización, un nuevo sistema de calefacción, electrodomésticos de reemplazo y más, sin costo.

Dé el primer paso: Llámenos para solicitar una evaluación de energía en el hogar sin costo. Como agradecimiento por completar la evaluación, recibirá bombillas ledes, aireadores de grifos y regaderas de bajo flujo de forma gratuita.

Además, las posibles actualizaciones sin costo instaladas en las citas de seguimiento podrían incluir:

- ◆ Aislamiento para casas
- ◆ Sellado de aire para fugas
- ◆ Burletes



Rhode Island Energy™

a PPL company

280 Melrose Street • Providence, RI 02907

1-401-351-1800 • rienergy.com/ri-income

- ◆ Reemplazo del sistema de calefacción
- ◆ Reemplazo de electrodomésticos ineficientes como refrigeradores, deshumidificadores, lavadoras de ropa, congeladores y acondicionadores de aire de ventana

Para programar su Evaluación de energía en el hogar, llame a la agencia del Programa de Acción Comunitaria (CAP) a 1-401-437-1000 x 1138.

Este programa está diseñado para viviendas de una a cuatro unidades de Rhode Island que cumplan los requisitos de ingresos. Si vive en un edificio con cinco o más unidades en las que al menos la mitad de los residentes cumplen con los requisitos de elegibilidad de ingresos, puede ser elegible para recibir servicios de nuestro programa multifamiliar. Haga que el propietario o la asociación del condominio llame al 1-888-633-7947 para obtener más información. Estos programas se financian mediante la tasa de eficiencia energética en todas las facturas de gas y electricidad de los clientes, conforme a la ley de Rhode Island.

Agosto de 2022

Prezado Cliente,

Estamos empenhados em ajudá-lo a poupar energia e dinheiro. É por esse motivo que estamos aqui para o ajudar através de atualizações de energia sem custos que podem reduzir as suas contas e aumentar o seu nível de conforto. Poderá atualizar a sua casa de modo a poupar mais energia através de, por exemplo, novos sistemas de aquecimento, isolamento térmico, substituição de aparelhos, e muito mais — sem qualquer custo.

Dê o primeiro passo — ligue-nos e solicite uma avaliação gratuita do seu consumo de energia doméstica. Como forma de agradecimento por completar a avaliação, irá receber gratuitamente lâmpadas LED, arejadores de torneira, e chuveiros de baixo fluxo.

Além disso, as atualizações potencialmente gratuitas que seriam instaladas nas sessões seguintes poderão incluir:

- ◆ Isolamento doméstico
- ◆ Selagem de fugas de ar
- ◆ Calafetagem
- ◆ Substituição de sistemas de aquecimento
- ◆ Substituição de aparelhos ineficientes como frigoríficos, desumidificadores, máquinas de lavar roupa, congeladores, e máquinas de ar condicionado para janelas

Para agendar a sua Avaliação de Consumo de Energia Doméstica, ligue para o Programa de Ação Comunitária de Eastbay: 1-401-437-1000 x 1138.

Este programa foi concebido para habitações com uma a quatro unidades de alojamento de baixo rendimento em Rhode Island. Se vive num edifício com cinco ou mais unidades nas quais pelo menos metade dos residentes se enquadram nos critérios de elegibilidade de rendimentos, poderá estar qualificado para ser assistido pelo nosso programa plurifamiliar. Por favor, solicite ao seu senhorio ou condomínio que ligue para 1-888-633-7947 para saber mais. Estes programas são financiados pela taxa de eficiência energética nas contas de gás e eletricidade de todos os clientes, de acordo com a lei de Rhode Island.

DIV 1-6
Energy Wise Weatherization

Request:

How many customers took advantage, to date in 2022, of the \$250.00 pre-weatherization barrier elimination program referenced at Bates 114?

Response:

To date, 507 customers have taken advantage of the \$250.00 pre-weatherization barrier elimination program.

DIV 1-7
Energy Wise Single Family Implementation & Delivery

Request:

How many customers have taken advantage of Heat Loans in 2022 to date? How does this compare to 2021?

Response:

Through August 2022 there have been 453 completed heat loans in the EnergyWise single family program. In 2021 there were 461 heat loans completed during the same period.

DIV 1-8
Energy Wise Single Family Implementation & Delivery

Request:

Please identify the Lead Vendor for EnergyWise and provide a copy of the current contract.

Response:

The Lead Vendor is RISE Engineering. Please see Attachment DIV 1-8 for the current contract. Because the Company intends to solicit bids for Lead Vendor services, Attachment DIV 1-8 is competitively sensitive information as public disclosure of its current Lead Vendor agreement could lead to less competitive bids. Consequently, the Company has submitted Attachment DIV 1-8 subject to a motion for protective treatment.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

Attachment DIV 1-8-1
Energy Wise Single Family Implementation & Delivery

REDACTED

DIV 1-9
Energy Wise Single Family Implementation & Delivery

Request:

Please identify the third-party independent party that provides quality control and assurance to at least 5% of all assessments and weatherization projects and provide a copy of the contract. Please describe what the third party actually does.

Response:

The third-party independent party is CMC Energy Services. Please see Attachment DIV 1-9-1 and Attachment DIV 1-9-2 for contract documents. Attachments DIV 1-9-1 and DIV 1-9-2 contain competitively sensitive commercial information. Therefore, the Company is submitting these attachments subject to a motion for protective treatment.

HOME ENERGY SERVICES:

There are 3 types of inspection visits for the Home Energy Services Program. Electric and gas measures will be inspected at the same time.

1. **In-Process HEA Inspection** – During the in process HEA inspection, the inspector is expected to arrive at the same time as the Energy Specialist so that they may enter the customer's home together. The inspector is also expected to stay throughout the duration of the installation of instant savings measures (ISMs) and the diagnostic testing. ISMs may include lighting, efficient thermostats, domestic hot water ("DHW") measures (low flow faucet aerators and showerheads), and advanced power strips. The in-process HEA includes a visual inspection during the HEA to ensure the Energy Specialist is offering the customer all cost-effective program approved measures and is installing each measure according to industry standards. Additionally, the inspector should verify that the Energy Specialist does not promote measures and services outside of the program at the time of the assessment.
2. **Post HEA Inspection** –The post HEA inspection includes a visual inspection to ensure all measures appearing on the customer receipt were installed or provided to the customer in accordance with the Home Energy Assessment Standards. ISMs may include lighting, efficient thermostats, domestic hot water ("DHW") measures (low flow faucet aerators and showerheads), and advanced power strips. The post HEA inspection excludes insulation and air sealing measures. A customer satisfaction survey will be required while on-site.

DIV 1-9, Page 2

Energy Wise Single Family Implementation & Delivery

3. **Post Weatherization Installation Inspection** - The post weatherization installation inspection includes all elements of the post HEA inspection with the additional inspection of installed air sealing and insulation measures (including duct sealing and duct insulation). This will require accessing customers' attics, wading through insulation, and looking under insulation to ensure program measures are properly installed according to industry standards. All disturbed insulation should be re-installed as necessary, including raking loose fill insulation into place, and each home should be cleaned with the goal of leaving the home in the same condition it was found. This inspection will require the use of an infrared camera when appropriate. A post-weatherization installation inspection also includes a customer satisfaction survey to be completed while on-site.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

Attachment DIV 1-9-1
Energy Wise Single Family Implementation & Delivery

REDACTED

REDACTED

nationalgrid
Project Statement

SECTION 1: PROJECT DETAILS

Service Firm	CMC Energy Services Inc.
National Grid Entity	National Grid USA Service Company, Inc.
Project ID	.0003, .0004, .0005, .0006
Project Name	QA/QC Residential and Commercial Inspection Services in MA, CT, & RI
Start Date	11/1/2017
End Date	12/31/2019 (with optional two 1 year extensions)
Total Approximate Cost [USD\$]	██████████
Master Services Agreement	Master Services Agreement between National Grid and , effective 7/17/15 (Good through 7/16/19)

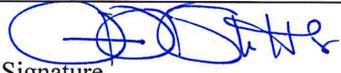
SECTION 2: PROJECT AUTHORIZATION

National Grid and Service Firm hereby acknowledge and agree to the terms of this Project Statement and to the performance of the Services and provision of the Deliverables specified in this Project Statement by Consultant for and on behalf of National Grid in accordance with the terms and conditions of the Master Services Agreement.

Attached Herein:

- Scope of Work and Pricing documents dated 11/10/17

Authorizations:

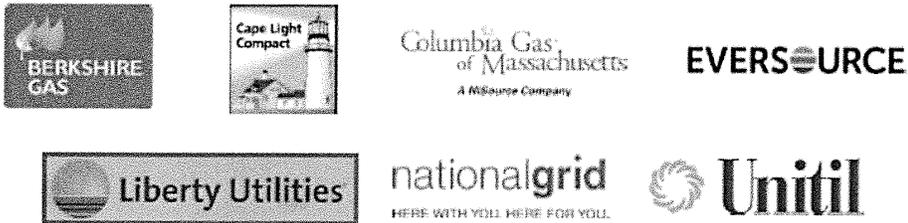
CMC Energy Services Inc. Lisa Stotts	 Signature	1/31/18. Date
National Grid Lee Fricchione, Global Procurement	 Signature	1/17/18 Date

REDACTED



Scope of Work

QA/QC Inspection Services in Massachusetts, Connecticut & Rhode Island



REDACTED



Table of Contents

1. Program Description – Residential4

2. Supplier Responsibilities7

 2.1 Data Transfer & Site Visit Selection Criteria.....7

 2.2 Scheduling Process.....8

 2.3 Inspection Process.....9

 2.4 QA/QC Site Visit Protocols10

 2.5 Completed Inspections & Reporting.....23

3. Invoice Structure26

4. Estimated PA Volume26

5. Pricing.....31

6. Program Description – C&I.....31

7. Overview32

8. GAS – Water Heaters32

 8.1 Introduction.....32

 8.2 Database & Reporting System Development.....33

 8.3 Scheduling and Inspection Process33

 8.4 Pricing Structure:34

9. Upstream HVAC/HP Program34

 9.1 Introduction.....34

 9.2 Database & Reporting System Development:36

 9.3 Scheduling and Inspection Process36

10. C&I Upstream Lighting.....37

 10.1 Site Visit Selection Criteria.....37

 10.2 Inspection Scheduling Process37

 10.3 Inspection Process38

 10.4 Completed Inspections.....38

 10.5 Reporting and Invoicing39

 10.6 Verification Site Visit Protocols/Qualifications.....39

11. Electronic Data Collection40

12. ATTACHMENTS **Error! Bookmark not defined.**

REDACTED



1. Program Description – Residential

Massachusetts and Rhode Island PAs deliver some of the most comprehensive energy efficiency programs in the nation, designed to provide cost-effective energy savings opportunities through a multitude of program and product offerings for all PA residential and low income customers. The programs address a range of building types, from the traditional free-standing single-family home, to the wide variety of multi-unit residential structures, including the iconic “triple decker,” to mixed-use high rises and townhouse developments. The Programs serve new construction and retrofit markets, and are responsible for ensuring that services are available to all residential customers, including low-income.

The Residential and Low Income Programs in need of third party quality control services within this SOW include New Construction for Massachusetts, Multi-Family for Massachusetts and Rhode Island, Home Energy Services for Massachusetts and Rhode Island, and Low Income Single Family and Multi-Family for Massachusetts, and Low Income Multi-Family for Rhode Island.

NEW CONSTRUCTION:

The New Construction Program strives to increase the construction of energy efficient homes that exceed the efficiency of the User Defined Reference Home (“UDRH”), a baseline determined by assessing the efficiency of homes in each state. The New Construction Program’s primary objectives are to provide builders and other allied professions with training, targeted incentives, and associated technical assistance to increase adoption of high efficiency technologies and construction practices in the residential market. The Program targets single family and multi-family projects.

In each state, the PAs administer the initiative through a competitively bid, statewide Lead Program Implementation Vendor (Lead Vendor). The Lead Vendors are principally responsible for development and deployment of training, education, and outreach efforts, as well as tracking and reporting program activity to each PA. The Lead Vendors also have principal responsibility for recruiting and enrolling projects. In Massachusetts, PAs distinguish buildings three stories and below as “Low-Rise” projects and buildings four stories and above as “High-Rise” projects. Home Energy Rating System (“HERS”) raters play a critical role in recruiting builders to enroll Low-Rise projects via an online intake tool. High-Rise projects are assigned via account managers, from the Lead Vendor, who works directly with larger developers and builders.

MULTI-FAMILY:

REDACTED



The Multi-Family Program provides comprehensive energy efficiency services to market rate properties with five or more dwelling units in which 50 percent or more of the units are not on the utility discount rate.

In Massachusetts, the program offers energy assessments to both commercial and residentially metered accounts that identify energy savings opportunities throughout the facility regardless of fuel type, or PA service territory. An integral part of the initiative’s design involves the services of the Multi-Family Market Integrator (MMI), a vendor supported call center which facilitates customer enrollment in connection to PA multi-family offerings and who provides a project point of contact (PPC) for the customer after intake.

The PPC is responsible for managing the program delivery path, coordinating efficient delivery of applicable measures, and clearly tracking all measures and incentives regardless of meter type. The PPC provides a seamless customer experience, mitigates potential customer confusion, and minimizes or eliminates lost opportunities.

In the majority of cases, the PPC delivers all assessment activities. There may be instances where additional expertise is required and additional custom technical assessments, benchmarking, and engineering studies is coordinated. Using the findings from the site-specific assessment, the PPC drafts an Energy Action Plan (EAP), including all applicable energy efficiency opportunities, both residential and commercial (in-unit and common area measures). The PPC coordinates the delivery of the measures and services requested and agreed to by the customer. To the extent possible, all dwelling unit measures are installed in a single visit to minimize disruption for the tenants; however, multiple visits may be required for the installation.

In Rhode Island, the roles of the MMI and PPC are carried out by the Program’s Lead Vendor.

HOME ENERGY SERVICES:

The Home Energy Services (HES) Program provides services to market rate customers in single family and two to four unit buildings on a single property.

In Massachusetts, customers of any fuel type can receive an on-site Home Energy Assessment (HEA) performed either by a PA-specific contracted Lead Vendor (LV) or Home Performance Contractor (HPC). The HEA is a comprehensive, whole house, energy evaluation addressing plug load, mechanical needs, and thermal envelope.

REDACTED



During the HEA, the Energy Specialist will install products for instant energy savings such as LED bulbs, efficient thermostats, faucet aerators, etc. Additionally, the Energy Specialist will provide efficiency recommendations related to heating, cooling, and water heating equipment, appliances and weatherization (insulation and air sealing). If weatherization is recommended, the customer will be provided with an executable contract on site. Additionally, the customer is also made aware of heating and cooling equipment rebates, appliance rebates, and financing opportunities.

Weatherization installation is a turnkey process. Once customers sign and submit their contracts to the Lead Vendor they are assigned (or they can select) a participating Independent Installation Contractor (IIC) who will schedule and perform the installation. If the assessment was conducted by a participating HPC, that HPC will coordinate the scheduling of the installation upon receiving a signed weatherization contract.

In Rhode Island, the Lead Vendor carries out all HEAs, and there are no HPCs but a customer can still choose their own installation contractor for weatherization.

LOW INCOME SINGLE FAMILY:

The Low-Income Single Family Program implements cost-effective, energy efficiency products and services directly for customers living in one to four unit dwellings in which at least 50 percent of the occupants are at or below 60 percent of the state median income level. The program is implemented in coordination with local Community Action Program (“CAP”) Agencies and each state’s Departments of Housing and Community Development (“DHCD”) and Weatherization Assistance Programs (“WAP”). All applicable revenue streams from each program are leveraged and offered jointly to income eligible residents. This approach provides a seamless, integrated experience for participants with deeper efficiency penetration consistent with a whole house approach generally with no co-payment required from participating customers. Once customers are deemed eligible, they will receive an in-home energy assessment. The assessment evaluates the building shell, efficiency, and appliance conditions. All assessments include an evaluation of home health and safety. The PA Lead Vendor, often in conjunction with the applicable CAP agency, will then arrange for all measures and services to be installed by a qualified contractor.

LOW INCOME MULTI-FAMILY:

The Low-Income Multi-Family Program provides cost-effective, energy efficiency improvements that benefit income-eligible occupants and owners of multi-family buildings. Energy efficiency products and services are implemented within the common areas as well as directly in the dwellings of residential, income eligible customers living in multi-family facilities (with 5 or more attached units), in which at least 50 percent of the occupants are at or below 60 percent of the state median income level. The PAs provide up to 100 percent of the funding for cost-effective projects with established caps based on projected savings.

REDACTED



2 Supplier Responsibilities

The purpose of the third party QA/QC inspection is to ensure customers are receiving products and services according to PA guidelines and standards. This includes, but is not limited to, verification of program standards based on provided Materials & Installation guidelines, Home Energy Assessment standards, verification of measure installations compared to work scopes, prompt communication on any missed energy efficiency opportunities with the applicable PA, collection of customer satisfaction information, development of a Quality Control report, and providing feedback to PAs and Lead Vendors.

CMC Energy Services, Inc. (CMC) will provide monthly reporting of QA/QC results to each individual PA and associated Lead Vendor(s), as well as appropriate statewide working groups, stakeholders, and regulators upon request. The PAs expect that CMC will work collaboratively on an ongoing basis to suggest implementation improvements based upon findings in the field. CMC will be proactive and act in the capacity of a subject matter expert researching and providing national best practices to all working groups and programs. In Massachusetts, CMC will be requested to attend monthly working group meetings.

CMC will work with the PAs on the final details of the inspection criteria and reporting format. Details of this service and inspection criteria are as follows. The processes outlined below will vary slightly for National Grid's HES Program in Massachusetts. National Grid is implementing a new online Program Management Workflow System (PMWS) for that Program in Q4 2017, and CMC will be expected to work within National Grid's PMWS, or supply data to the PMWS through API integration.

2.1 Data Transfer & Site Visit Selection Criteria

CMC will receive customer data from the Lead Vendors and/or CAPs and is expected to create and maintain a database to track all data uploaded from the Programs. Inspections will be randomly selected for each PA, based on the inspection types and volume outlined in Section 4. CMC will work with each PA on the process for sharing leads for inspections to account for Lead Vendor and 3rd Party inspection goals.

Each PA Program Lead Vendor will provide an electronic transmission of customers who have participated and/or are scheduled to participate in all active energy efficiency programs to CMC at an agreed upon frequency and schedule. All potential site inspection data from the Programs will be sent to CMC and may include:

- Customer name
- Service address including apartment numbers
- Phone number

REDACTED



- Email address (if provided)
- Assessment or scheduled assessment date
- Program Specific Information (as applicable)
 - All recommended energy efficiency measures and number of units per home or per each apartment for Multi-Family
 - All installed energy efficiency measures and number of units including model names
 - Description of work completed
 - Date of Installation
 - Test in and test out scores for duct and air sealing measures (when applicable)
 - Home Energy Rating System (“HERS”) rating (when applicable)
 - Date of QA/QC Visit and type of visit (if applicable)

2.2 Scheduling Process

CMC should attempt to schedule the customers QC visits within 2 weeks of receiving program data. CMC is required to document date and time of attempted contacts. CMC will attempt to reach the customer a minimum of 3 times via telephone and email (if provided) to schedule an inspection appointment at various times of the day. During the scheduling process, CMC will confirm that access to all areas of the home where measures were installed will be available, and if special equipment (e.g. ladders) will be required to conduct the inspection. Inspections will be scheduled at a time that is convenient to the customer.

In some cases CMC may be required to coordinate with specific Contractor(s), CAP(s) or Lead Vendor(s) to attend on-site in-process as outlined within Section 2.4.

CMC will be required to provide a reminder call and email (if applicable) to the customer 24 hours before the scheduled appointment. When an inspection is scheduled and the customer is not home at the scheduled appointment time, a CMC Customer Service Representative (CSR) will immediately attempt to contact the customer to remind them of their appointment and/or reschedule. If the customer and CSR are able to reschedule the appointment, the inspection will be placed on the CMC inspector’s schedule for a subsequent date/time.

If the customer is not interested in rescheduling, the appointment is removed from the inspector’s schedule and the customer should be considered uninterested and removed from the call list. If the customer is not available, CMC’s CSR should attempt to backfill the appointment with another available customer.

If the customer cannot be reached, they will go back into the pool of customers for additional scheduling attempts until all avenues are exhausted, at which point, they will be reported as “Abandoned.”

REDACTED



If a customer requests an inspection they should be contacted by phone within 48 hours and the quality control inspection will be performed within 10 business days of receipt of the inspection request.

For the Low Income Program, the Lead Vendor and/or CAP will perform all customer scheduling and will accompany all QA/QC visits. Information as to the schedule of QA/QC inspections and related customer information will be provided by the Lead Vendor and/or CAP directly to CMC.

2.3 Inspection Process

Upon arrival, inspectors will introduce themselves and provide customers with identification. Inspectors should explain their relationship to the program and the purpose of the visit. Prior to the start of the contract, CMC will develop a script to be used by inspectors, which will be approved by PAs. CMC will work with each Program regarding the inspection process and requirements. Inspectors are expected to have all necessary diagnostic equipment and materials required to perform the inspection.

Diagnostic equipment may include, but is not limited to:

- Blower Door Optional Fee (if requested by the PA)
- Duct Blaster Optional Fee (if requested by the PA)
- Infrared Camera

The PAs expect some inspection visits to also include a customer satisfaction survey for specified programs to gauge customer experience. In these cases, the PAs will provide CMC with the questionnaire to be left with customers to fill out and collected before the end of the visit. The customer survey should be explained and presented to the customer at the beginning of the inspection. Please refer to section 2.4 on the specific programs and site visits that will require a customer survey.

CMC proposed the use of its tablet app for the collection of customer satisfaction data while on-site during residential inspections. The PAs may request that CMC submit a final formal proposal for the development and implementation of its tablet app.

For post installation inspections, the inspector will ask the customer to accompany them on the inspection. Inspections will only be completed if there is an adult present (18 year or older) in the building or in specific building units. The inspection process will ensure that installations were completed according to individual program guidelines and standards and the installation matches the scope/work order. Additional details for each program are included in Section 2.4.

REDACTED



During the inspection, CMC will identify and document missed opportunities for all energy efficiency measures identified during the QC visit compared to the documented opportunities presented to the customer.

While the inspector should explain their role and the purpose of the visit, the PAs expect the inspectors to document information throughout the visit without disclosing any results of the inspection directly to the customer.

During an in-process inspection, the inspector should still introduce themselves and explain their role, but allow the implementation vendor on site to lead the conversation and interaction with the customer; however, any health and safety issues should be immediately communicated with the implementation vendor.

In either case, at the end of the visit, the inspector should thank the customer for their time, and provide specific program contact information should the customer have any additional comments, questions, or inquiries.

2.4 QA/QC Site Visit Protocols

Standard QA/QC requirements across all Programs are to include:

- Inspectors that meet all PA background check and drug screening policies as well as all program qualifications
 - a. Weatherization Inspections require BPI Building Envelope and Analyst certifications. Infrared scan certifications desired.
 - i. Inspectors providing inspections for the HES program will be required to participate in Mass Save boot camp trainings
 - b. For Multi-Family, CMC's program manager and all inspectors must possess a BPI Multi-Family certification or equivalent and it is also recommended that CMC's program manager overseeing the Multi-Family inspections holds a PMP certification or equivalent
 - c. For Low Income Multi-Family, CMC's inspectors must possess a BPI Multi-Family certification or equivalent
 - d. New Construction Inspections require a HERS certified inspector currently working under a HERS provider
- **CMC will commit to communicate immediately with PAs, Lead Vendor(s) and CAPs with any safety concerns**

NEW CONSTRUCTION:

There are two levels of inspections for the New Construction Program: Midpoint Inspections (2.5%) and Final Inspections (2.5%). It is recommended that CMC work with the HERS rater to accompany them on their midpoint testing visits and mandatory to accompany HERS rater at final inspection testing visits so CMC can observe and obtain the results of the

REDACTED



blower door and duct blower tests. During both inspections, verification of proper installation of all measures (both gas and electric) is recorded in a project's RESNET qualified home energy rating and analysis tool. CMC should verify the following:

- Lighting
 - Verify number of LED lamps and/or fixtures installed
 - Verify number of available sockets
- Thermal
 - Verify and record compliance with air sealing requirement by observing the blower door test at the midpoint inspection if HERS rater is present and by observing final inspection when the HERS Rater is performing the blower door
 - Verify and record compliance with insulation requirements
 - Verify and record presence and correct installation of mechanical ventilation system when incentive is offered
- HVAC - Heating, Ventilating, and Air Conditioning
 - Verify and record compliance with duct sealing requirement by observing the duct blaster test at the final inspection testing visit
 - Verify ventilation is installed and requirements are achieved
 - Verify installation, record manufacturer and model information and verify compliance with appropriate efficiency requirement when equipment incentive is offered for water heaters, heating systems, and air conditioning

For all packages, a sampling protocol consistent with national RESNET sampling procedures will be used for multi-unit projects. Some midpoint inspections may not require all three categories as they may not be complete at the time of inspection. CMC may also be required to provide inspections for initiatives or demonstration projects on as needed basis. CMC will provide results from verification tests and construction improvement recommendations to both the applicable PA(s), as well as the New Construction Lead Vendor. The PAs require a feedback loop/communication between CMC, the PA(S), and/or with the New Construction Lead Vendor. CMC must document if HERS ratings are accurate and, where applicable, whether HERS standards were followed.

* Please note that National Grid Rhode Island does not require QA/QC services for this Program at this time but reserves the right to add these services at a later date.

MULTI-FAMILY:

REDACTED



There are 3 types of inspections for the Multi-Family Program. All In-Process Assessment Inspections and Installation Inspections will be expected to last 4 hours and will be billed per project. All Post inspections will be invoiced on a per project basis as well.

- a. **Assessment Inspections** - CMC inspectors will visit energy assessments while they are occurring and will accompany auditors to:
 - 1) Confirm preexisting conditions, including digital photographs of a sample of existing fixtures to be replaced
 - 2) Confirm no opportunities have been missed
 - 3) Verify findings of all sample units assessed
 - 4) Verify total number of existing appliances, heating, cooling, and hot water systems evaluated for replacement

- b. **In-process Installation Inspection** - CMC Inspectors will visit installations while they are occurring. Inspectors will confirm:
 - 1) Lighting:
 - a. All contracted installations are occurring
 - b. Any adjustments to actual installed measures are being documented appropriately
 - c. Total number of lighting fixtures installed both interior and exterior, including digital photographs of a sample of existing lighting fixtures and new post installation lighting fixtures
 - 2) Weatherization:
 - a. All contracted installations are occurring
 - b. Any adjustments to actual installed measures are being documented appropriately
 - c. Verify approximate quantity/square footage being installed via visual inspection
 - d. Verify other program weatherization measures, such as eave baffles, damming and venting of bath fans
 - e. Ensure insulation and air sealing is being installed according to program standards
 - f. Take digital photographs of a sample of insulation and air sealing installations in process
 - g. Indicate potential missed opportunities
 - 3) Other Measures:
 - a. Total number of all other contracted measures installed, such as water savings devices, smart strips, thermostats, etc. as well as any other custom measures when applicable

REDACTED



- c. **Post Inspections** – CMC Inspectors will visit project sites after all the work has been completed in conjunction with the Lead Vendor and Installation Contractor (when applicable). Inspectors will confirm:
 - 1) All contracted measures have been installed and recorded in PA tracking systems, to the extent possible
 - 2) Project site has been restored to acceptable conditions

- d. **Phone Surveys** – The PAs may request a certain percentage of customers (who have not received another inspection type) be contacted for a phone survey. Additionally, ad hoc phone surveys may be requested by PAs. The content of the surveys will be provided by the requesting PA. Survey needs may vary by PA.

Other items to be noted:

- CMC will submit a recommended method to assure that the Lead Vendor(s) is transferring information for all pertinent site contacts.
- In Massachusetts, the MFWG will assign a lead within the group as a single point of contact for CMC.

All QA/QC visits for the Massachusetts Multi-Family projects must inspect to the standards outlined in the Mass Save Home Energy Services Materials and Installation Guidelines which can be found in [Attachment A](#) and the Mass Save Home Energy Assessments Standards found in [Attachment B](#). Guidelines and standards specific to the Multi-Family Program are currently being finalized and will be shared with CMC when completed. Specific verification for each measure is provided below.

- Lighting – bulbs
 - Verify existing wattage of bulbs
 - Verify location of bulbs, namely area
 - Indicate any missed opportunities
 - Verify all bulbs replaced were incandescent bulbs
 - Verify all bulbs were installed and not left behind

- Lighting – fixtures (NOTE: non dwelling unit areas only)
 - Verify existing wattage of fixtures
 - Verify location of fixtures, namely area
 - Indicate any missed opportunities, especially for occupancy sensors
 - Note name of Lead Vendor rep and any other sub-contractor

REDACTED



- DHW Measures (Low Flow Showerheads & Faucet Aerators)
 - Verify existing GPM for showerheads replacement of 2.5 gpm or more only
 - Verify quantity to be installed
 - Indicate any missed opportunities

- Programmable and/or Wifi Enabled Thermostats
 - Verify existing quantity installed
 - Indicate any missed opportunities
 - Verify existing make and model number
 - Confirm if current thermostat controls heat only or heat and a/c

- Advanced Power Strips
 - Verify appropriate areas and quantity
 - Indicate missed opportunity

- Refrigerator Rebate
 - Verify existing manufacturer, model number
 - Indicate missed opportunity

- Early Retirement Appliances
 - Verify rebate was explained and form was provided to the customer for each applicable appliance
 - Indicate missed opportunity

- Heating/AC/DHW Equip
 - Verify rebate was provided to customer for all applicable early retirement rebates and/or standard rebates
 - Verify existing manufacturer, model number and efficiency rating of any eligible equipment

- Insulation/Ventilation
 - Verify existing R-values - areas include: attics, walls, basement, crawl spaces

REDACTED



- Verify Square Footage of area
- Verify if mechanical or manual ventilation existing, if not recommendations to be noted
- Indicate any missed opportunities

- Air Sealing
 - Visual verification of air sealing opportunities
 - Verify area dimensions and/or estimated hours of labor required
 - Indicate any missed opportunities

- Duct Sealing & Insulation
 - Verify quantity/square footage installed via visual inspection
 - Ensure installation was done according to program standards
 - Assess duct system for damages caused by installation
 - Take digital photographs of spaces verified
 - Indicate missed opportunity

- Other potential energy efficiency upgrades, such as:
 - Chillers
 - AHU/RTU
 - Motors/Pumps
 - Central Heat and/or DHW plant
 - Demand Circulator
 - Thermostatic Shut-off Valve
 - Boiler Reset Control
 - Energy Management System
 - Variable Refrigerant Flow Systems

HOME ENERGY SERVICES:

There are 3 types of inspection visits for the Home Energy Services Program. Electric and gas measures will be inspected at the same time.

- a) **In-Process HEA Inspection** – During the in process HEA inspection, the inspector is expected to arrive at the same time as the Energy Specialist so that they may enter the customer’s home together. The

REDACTED



inspector is also expected to stay throughout the duration of the installation of instant savings measures (ISMs) and the diagnostic testing. ISMs may include lighting, efficient thermostats, domestic hot water (“DHW”) measures (low flow faucet aerators and showerheads), and advanced power strips. For National Grid only, the inspector is not required to stay the entire duration and will arrive anytime throughout the HEA. The in-process HEA includes a visual inspection during the HEA to ensure the Energy Specialist is offering the customer all cost effective PA approved measures, and is installing each measure according to industry standards. Additionally, the inspector should be verifying that the Energy Specialist does not promote measures and services outside of the program at the time of the assessment. In Massachusetts, the inspectors must adhere to the standards and use the Mass Save Home Energy Assessment Standards as provided in **Attachment B** as a guideline.

- b) **Post HEA Inspection** –The post HEA inspection includes a visual inspection to ensure all measures appearing on the customer receipt were installed or provided to the customer in accordance with the Home Energy Assessment Standards. ISMs may include lighting, efficient thermostats, domestic hot water (“DHW”) measures (low flow faucet aerators and showerheads), and advanced power strips. The post HEA inspection excludes insulation and air sealing measures. A customer satisfaction survey will be required while on-site.
- c) **Post Weatherization Installation Inspection** - The post weatherization installation inspection includes all elements of the post HEA inspection with the additional inspection of installed air sealing and insulation measures (including duct sealing and duct insulation). This will require accessing customers’ attics, wading through insulation, and looking under insulation to ensure program measures are properly installed according to industry standards. All disturbed insulation should be re-installed as necessary, including raking loose fill insulation into place, and each home should be cleaned with the goal of leaving the home in the same condition it was found. This inspection will require the use of an infrared camera when appropriate. A post weatherization installation inspection also includes a customer satisfaction survey to be completed while on-site. In Massachusetts, the inspectors must adhere to the standards and use the Mass Save Materials and Installation Guidelines as provided in **Attachment A**.
- d) **Phone Surveys** – The PAs may request a certain percentage of customers (who have not received another inspection type) be contacted for a phone survey. Additionally, ad hoc phone surveys may be

REDACTED



requested by PAs. The content of the surveys will be provided by the requesting PA. Survey needs may vary by PA.

Specific verification for each measure is provided below (subject to change).

- Lighting
 - Verify quantity of bulbs installed
 - Verify wattage
 - Indicate missed opportunity
 - Verify all bulbs replaced were incandescent or halogen bulbs (for In Process HEA visits only)
 - Verify all LED bulbs were installed and not left behind

- DHW Measures (Low Flow Showerheads & Faucet Aerators)
 - Verify that materials are installed properly
 - Verify quantity installed
 - Indicate missed opportunity

- Efficient Thermostats
 - Verify quantity installed
 - Indicate missed opportunity
 - Verify (or document if not listed) make and model number
 - Verify thermostat type: wireless or programmable
 - Inspector should note whether thermostats were installed by the Energy Specialist or left behind for the customer to install. If left behind for the customer to install, the Inspector should note whether or not the customer installed the thermostat by the time of the inspection (Varies by PA)

- Advanced Power Strips (APS)
 - Verify quantity provided
 - Indicate whether the customer had an eligible application for APS per HEA Standards (2 peripheral devices)
 - Indicate missed opportunity
 - Indicate whether customer has installed product

REDACTED



- Early Retirement Appliances
 - Verify a rebate form was provided to customer for each applicable appliance (either onsite, or mailed/emailed post assessment)
 - Verify whether equipment is operational
 - Indicate missed opportunity
 - Document age, make, and model of equipment
 - Provide this information back to Lead Vendor to send rebate form to customer

- Heating/AC/DHW Equipment
 - Visual inspection to verify manufacturer, model number and efficiency rating of equipment where applicable
 - Verify whether equipment is operational
 - Verify rebate form was provided to customer for all applicable early retirement rebates (either onsite, or mailed/emailed post assessment)

- Insulation/Ventilation
 - Verify post installation R-values
 - Verify quantity/square footage installed via visual inspection
 - Verify other program weatherization measures, such as eave baffles, damming and venting of bath fans.
 - Ensure insulation was installed according to program standards
 - Assess structure for damages caused by installation
 - Thermal scan of structure when possible. Scanned images to be provided within the inspection report.
 - Take digital photographs of spaces verified
 - Indicate missed opportunity

- Air Sealing
 - Verify appropriateness of ventilation
 - Visual verification of air sealing compared to work order
 - Indicate missed opportunity

REDACTED



- Duct Sealing & Insulation
 - Verify quantity/square footage installed via visual inspection
 - Ensure installation was done according to program standards
 - Verify Duct Sealing was performed
 - Assess duct system for damages caused by installation
 - Take digital photographs of spaces verified
 - Indicate missed opportunity

Customer Satisfaction surveys such as those provided in [Attachment D](#) will be developed and provided by the PAs to CMC for use onsite during the inspection. A different survey will be developed for the Post HEA Inspection as well as the Post Weatherization Installation Inspection. Scores for each survey conducted should be reported to the respective PAs and Lead Vendors on a monthly basis as set between the PAs/Lead Vendors and CMC.

LOW INCOME SINGLE FAMILY:

There are 2 types of inspections for the Low Income Single Family Program.

- a) **In-process HEA Inspection**– Visually observe in-process home energy assessments (or also known as an AMP – Appliance Management Program) to ensure the energy specialist is offering all cost-effective PA approved measures, installing each measure according to guidelines, and providing customers with customer educational literature. Potential missed measures should be discussed with the CAP Auditor at the time of the visit to clarify reasoning for not including a measure as well as communicated directly to the PA. The inspector is also expected to stay throughout the duration of the HEA.
- b) **Post-Installation Inspection**– Inspect installed measures including insulation and air sealing utilizing infrared camera as well as verifying heating system installations. All IR photographs shall be saved by CMC in the customer file. If insulation /air sealing measures were improperly or inadequately installed, photos shall be shown in QA/QC report. A CAP representative will accompany CMC on all post weatherization installation inspections to explain the audit process, (BPI vs. DHCD Audit), and general practices as well as on any inspections of Heating System Replacements. Potential missed measures should be discussed with the CAP Auditor at the time of the visit to clarify reasoning for not including a measure as well as communicated directly to the PA.

REDACTED



All QA/QC Visits must inspect to the standards outlined in the MA Weatherization Field Guide which can be found in **Attachment C** as the Low-Income programs follow Department of Energy and Department of Housing and Community Development standards rather than BPI standards, so BPI standards will not be used as the criteria for the QA/QC inspection.

Specific verification for each measure is provided below.

In-Process HEA Inspection:

In addition to verifying the following for each measure listed below, the inspector should also indicate any missed opportunities for each measure.

- Lighting
 - Verify quantity of bulbs installed
 - Verify wattage
 - Verify all bulbs replaced were incandescent or halogen bulbs
 - Verify all bulbs were installed and not left behind

- DHW Measures (Low Flow Showerheads & Faucet Aerators)
 - Verify that materials are installed properly
 - Verify quantity installed
 - If DHW measures were not installed, determine the reason. Example: old plumbing, already installed, customer did not want, etc.

- Efficient Thermostats
 - Verify quantity provided and whether or not it was installed if applicable
 - Verify (or document if not listed) make and model number

- Advanced Power Strips
 - Verify quantity provided
 - Indicate whether the customer had an eligible application for APS per applicable standards (2 peripheral devices)
 - Indicate whether the customer was provided instructions on how to use the product

- Appliances

REDACTED



- Verify Refrigerator(s), Freezer(s), Window AC Unit(s), and Dehumidifiers were accessed and customer was provided direction as to replacement when applicable
- If the appliance was approved for replacement:
 - Did the auditor explain the delivery process and the customer’s responsibilities?
 - Did the auditor explain the warranty to the customer?
 - Indicate how the appliance model was selected (i.e. selected by auditor or customer)

Post-Installation Inspection

In addition to verifying the following for each measure listed below, the inspector should also indicate any missed opportunities for each measure.

- Heating/AC/DHW Equip
 - Verify manufacturer, model number and efficiency rating of any new equipment installed
 - Verify quantities of measures installed (lineal feet of pipe insulation, duct insulation, etc.)
 - Record if programmable thermostat(s) was installed for fossil fuel heating system replacements
 - Indicate whether the customer was provided any instruction on how to operate the system and were they provided a manual
 - Take digital photographs of spaces verified
- Insulation/Ventilation
 - Inspect and verify all areas that are accessible for visual inspection. Confirm installation practices are in accordance with WAP Field Guide standards
 - Verify post installation R-values and quantity/square footage installed
 - Verify all other program weatherization measures, such as eave baffles, damming, etc.
 - Verify proper installation and venting of bath fans if applicable
 - Ensure insulation was installed according to program standards
 - Thermal scan of all insulated areas when possible. Scanned images to be provided within the report.
 - Take digital photographs of all inspected work
- Air Sealing
 - Verify appropriateness of ventilation
 - Visual verification of air sealing compared to work order (if possible)
 - Take digital photographs of spaces verified

REDACTED



- Duct Sealing & Insulation
 - Verify quantity/square footage installed via visual inspection
 - Ensure installation was done according to program standards
 - Take digital photographs of spaces verified

* Please note that National Grid Rhode Island does not require QA/QC services for this Program but reserves the right to add these services at a later date.

LOW INCOME MULTI-FAMILY:

There are 4 types of inspections for the Low Income Multi-Family Program. All In-Process inspections will be expected to last for 4 hours and will be billed per project. All Post Inspections will be invoiced on a per job basis.

- a. **In-Process HEA Inspection (Electric AMPS)** - CMC inspectors will visit home energy assessments while they are occurring and will accompany auditors to:
 - 1) Confirm preexisting conditions
 - 2) Confirm no opportunities have been missed
 - 3) Verify total number of units assessed
 - 4) Verify total number of each measure installed (i.e. incandescent bulbs replaced with efficient LEDs or CFLs, smart strips provided, thermostats installed, etc.)
 - 5) Verify total number of existing appliances evaluated for replacement (i.e. Refrigerators, Freezers, and Window AC units)

- b. **In-Process Lighting Installation Inspection** - CMC Inspectors will visit lighting installations while they are occurring. Inspectors will confirm:
 - 1) All installations are occurring during the timeframe specified and according to scope in an organized and professional manner
 - 2) All lighting that was specified for the project is being installed
 - 3) Any adjustments (changes from specified products or installation practices) to actual installed measures is being documented appropriately
 - 4) Take digital photographs of a sampling of the lighting fixtures installed

REDACTED



- c. **In-Process QA/QC Weatherization Installation Inspection** - CMC Inspectors will visit weatherization installations while they are occurring. Inspectors will confirm:
- 1) All installations are occurring during the timeframe specified and according to scope in an organized and professional manner
 - 2) Any adjustments to actual installed measures are being documented appropriately
 - 3) Verify other program weatherization measures, such as eave baffles, damming and venting of bath fans.
 - 4) Ensure insulation was installed according to program standards
 - 5) Thermal scan of insulated walls and attic insulation installations when possible. Provide scanned images within reporting.
 - 6) Take digital photographs of spaces verified to have received weatherization work
 - 7) Visual verification of air sealing
- d. **Post Inspections on Heating System Replacements Inspection** - Inspectors will visit project sites after all the work has been completed in conjunction with a CAP/LEAN representative. Inspectors will confirm:
- 1) Verify specific manufacturer, model number and efficiency rating of heating system equipment installed
 - 2) Take digital photographs of heating system(s) installed

All weatherization QA/QC visits must inspect to the standards outlined in the MA Weatherization Field Guide which can be found in **Attachment C** as the Low Income programs follow Department of Energy and Department of Housing and Community Development standards rather than BPI standards, so BPI standards will not be used as the criteria for the QA/QC inspection. Lighting and Heat Systems installations should be installed to building code and manufacturer specifications.

2.5 Completed Inspections & Reporting

Once QA/QC visits are completed, CMC is required to maintain a database that aggregates the results of the inspections.

Inspection Report Deliverables:

Monthly Reporting

- CMC will provide each PA and associated implementation Lead Vendor with their reports monthly by Program at an agreed upon schedule – this shall include both individual visit reports as well as aggregate data for additional PA or Lead Vendor analysis.

REDACTED



- CMC will submit a recommended reporting template for each QA/QC visit type and Program and work with the respective PA working groups on modifying and finalizing the report templates prior to implementation. At a minimum, reports must include, but are not limited to:
 - Demographic info for the site
 - Applicable Contractor/LV Name
 - Energy Conservation Measures/Instant Savings Measures installed both inside the dwelling unit and common/exterior areas if applicable and, for in unit inspections the actual unit identifier must be on the report as compared to work scope
 - Identified trends and or/monthly variances on the front page of the report
 - Customer comments/feedback
 - Customer survey results

Inspection Report Distribution

- CMC will send completed inspection results by program and by visit type to the PAs by the 15th of the following month. For inspections with overlapping gas and electric territories, a report will be generated for each PA for their specific territory. Associated PA Lead Vendors should also receive all individual contractor reports and/or aggregated data loads of all report information including customer comments on a monthly basis.
- Final reporting structures will be discussed with CMC and agreed upon with the PAs and Programs prior to the start of the contract.
 - CMC will work with the PAs and Programs prior to the start of the contract to develop agreed upon reporting formats and required documentation to be reported.
- Any inspection result requiring immediate customer action (i.e. failures, returns, and health and safety issues) should be sent to the Lead Vendor to address with the contractor.
- CMC will note and record any discrepancies identified in the work specification as it appears on the customer's contract or SOW when compared to the actual conditions at the location where the work was performed.
- CMC will be required to retain records including but not limited to duplicate copies of invoices, reports, and supporting documentation, generated in the delivery of the services provided and be made available upon ad hoc PA request.
- All measures will be inspected during the QA/QC site visit. If the inspection results in the identification of missed opportunities, those will be noted and forwarded to the appropriate PA and Lead Vendor(s).

REDACTED



- CMC should identify and report to the PAs on any internal inspector training needs identified to adequately inspect program measures through the QA/QC process.

The PAs would like to see inspection results categorized into the following:

Inspection Pass

- **Pass:** Inspection passed by meeting all inspection criteria (program dependent). The report should also include any useful information for the Lead Vendor, CAP and/or Contractor to assist in training or making improvements (i.e. Energy Specialist did not mention a particular offer). The report should also include any customer comments. If “Pass” status is assigned, the QA/QC process is considered complete.
- **Follow up Required:** Inspection passed by meeting all inspection criteria; however the customer would like follow up, (i.e. customer would like additional information on wireless thermostats), or a return visit may be required.

Pass statuses may vary by PA/Program and should be finalized between the PA, Program, and CMC prior to the start of work.

Inspection Failure

- If the Work completed “Fails” the inspection, CMC will notify the associated Lead Vendor(s), CAP(s) and PAs within 48 hours of the failed inspection to begin corrective action.
- **Health and safety situations will be reported immediately to the associated Lead Vendor(s) and PA the same business day that the QA/QC visit occurs.**
- Inspection failure guidelines will be determined by the PAs/Program and include, but are not limited to:
 - BPI Health and Safety
 - Uninstalled Instant Savings Measures per program standards (i.e. bulbs)
 - Extreme Customer Dissatisfaction
- Fail statuses may vary by PA/Program and should be finalized between the PA, Program, and CMC prior to the start of work.

REDACTED



3 Invoice Structure

CMC will invoice each individual PA for its specific activities and shared costs by Program within the specified timeframe. Invoice structure could vary by PA. Each invoice will be issued with all related supporting documentation in the required format as set between the individual PA and CMC.

CMC will support all aspects of the Program as specified within this SOW by contracting separately with each individual PA and, accordingly, will be required to invoice by program to each PA with both PA-specific and PA-proportional or shared costs (i.e. management or administrative costs). CMC is required to track all program costs and activities by PA, submit management reports, and invoice each PA and Program separately on a monthly basis or bi-monthly basis as set between CMC and PA. Management and Administrative shared costs will be invoiced on a monthly basis and should include any and all fees associated with call center and inspection scheduling, data gathering and analysis, report production and follow up activities, invoicing, and any other administrative tasks required to implement this scope of work. Proportional or shared costs between PAs should be based upon the statewide allocation which is updated each year. CMC will therefore need to update management or administrative and shared costs accordingly as updated allocations become available. Currently, the allocation by PA for residential customers is as follows:

2017 Massachusetts Residential Shared Costs Allocations

Berkshire Gas	<u>0.97%</u>
Cape Light Compact	<u>4.99%</u>
Columbia Gas of MA	<u>7.97%</u>
Eversource East Electric	<u>23.56%</u>
Eversource East Gas	<u>7.20%</u>
Eversource West Electric	<u>5.33%</u>
Liberty Utilities	<u>1.42%</u>
National Grid Electric	<u>24.68%</u>
National Grid Gas	<u>22.78%</u>
Unitil Electric	<u>0.70%</u>
Unitil Gas	<u>0.39%</u>
Total	<u>100%</u>

2017 Rhode Island Residential Cost Allocations: National Grid 100%

4 Estimated PA Volume

REDACTED



CMC will inspect approximately 5-10% of jobs completed annually but specific volumes and QC visit types used vary by PA and Program. Inspection targets by QC visit types will be provided by the PAs at the beginning of each year.

The following is the percentage guidelines by Program:

- Residential New Construction (Electric and Gas): 5% (MA Only)
- Home Energy Services (Electric and Gas):
 - 5% of planned HEAs
 - 5% of planned weatherization jobs
- Multi-Family (Electric and Gas):
 - Assessment Inspections: CMC will collect a list of all lead vendor assessors every six months, and will accompany each assessor on one project site assessment during that period.
 - In-Process Inspections: 15%-25% of projects for each PA, pending cost implications
 - Post Inspections: 5% of completed projects
 - Rhode Island is only in need of 10% of “in-process” inspections
- Low Income Single Family and Multi Family (Electric and Gas): 5% of stand-alone jobs ** (excluding Rhode Island Low Income Single Family)

** For the MA Low Income Single Family Programs, the large majority of PA’s energy efficiency work is implemented in conjunction with Federal programs such as the Weatherization Assistance Program. DHCD performs QC with respect to 20% of all jobs entirely or partially funded by the Federal WAP Program. Additionally, the CAP agencies perform 100% in-process inspections as well as 50% of all completed jobs. Therefore, in order to avoid duplicating this independent QC already performed by DHCD and the CAPs, CMC’s inspections will be limited to 5% of the stand-alone PA jobs (i.e., 5% of all jobs that are PA funded only).

Please refer to the associated charts below for the estimated annual volume of QA/QC Visits by Program and PA. All allocations and estimated annual volumes are subject to change.

2018 Massachusetts Residential New Construction

PA	Estimated Annual Volume	
	Mid-Point	Final
Berkshire Gas	1	1
Cape Light Compact	1	1

REDACTED



Columbia Gas of MA	7	7
Eversource East Electric	38	38
Eversource East Gas	11	11
Eversource West Electric	2	2
Liberty Utilities	4	4
National Grid Electric	23	23
National Grid Gas	34	34
Unitil Electric	1	1
Unitil Gas	1	1

2018 Massachusetts Residential Multi-Family

PA	Estimated Annual Volume		
	Assessment Inspection	In-Process Installation**	Post-Installation
Cape Light Compact	Approximately 20 statewide every 6 months	5	2
Columbia Gas of MA		20	5
Eversource East Electric		72	22
Eversource East Gas		48	12
Eversource West Electric		15	4
Liberty Utilities		3	3
National Grid Electric		146	36
National Grid Gas		130	32
Unitil Electric		1	1
Unitil Gas		1	1

** Includes both Residential and C&I Meters

Please note: Multi-Family Lead Vendor provides services for multiple PAs; therefore, scheduling of Assessment inspections should be mindful of not inspecting the same field staff repeatedly (i.e. more than twice every 6 months)

2018 Rhode Island Residential Multi-Family

PA	Estimated Annual Volume		
	Assessment	In-Process Installation	Post-Installation
National Grid Electric	Approximately	20	10

REDACTED



National Grid Gas	5 statewide every 6 months	20	19
-------------------	----------------------------	----	----

2018 Massachusetts Home Energy Services

PA	Estimated Annual Volume			
	In-Process HEA (Full or Partial)	Post-HEA	Post-Installation Wx	Phone Surveys**
Berkshire Gas	30	16	0	0
Cape Light Compact	150	90	50	100
Columbia Gas of MA	350	10	60	140
Eversource East Electric	425	200	0	360
Eversource East Gas	350	150	0	165
Eversource West Electric	175	100	0	100
Liberty Utilities	50	0	15	0
National Grid Electric	753	502	439	0
National Grid Gas	744	516	452	0
Unitil Electric	35	65	30	25
Unitil Gas	20	25	20	25

**Phone surveys may vary by PA

2018 Rhode Island Home Energy Services

PA	Estimated Annual Volume			
	In-Process HEA	Post-HEA	Post-Installation Wx	Phone Surveys
National Grid Electric	225	225	48	0
National Grid Gas	0	0	113	0

2018 Massachusetts Low Income Single Family

REDACTED



PA	Estimated Annual Volume*	
	In-process HEA (Electric AMP)	Post-Installation on Wx and/or Heating System Upgrade
Berkshire Gas	N/A	1
Cape Light Compact	4	8
Columbia Gas of MA	N/A	17
Eversource East Electric	24	7
Eversource East Gas	N/A	7
Eversource West Electric	8	10
Liberty Utilities	N/A	5
National Grid Electric	80	50
National Grid Gas	N/A	45
Unitil Electric	4	2
Unitil Gas	N/A	1

2018 Massachusetts Low Income Multi-Family

PA	Estimated Annual Volume*			
	In-Process Assessment (Electric AMP)	In-Process Lighting Installation	In-Process Wx Installation	Post Heating System Installation
Berkshire Gas	N/A	N/A	1	1
Cape Light Compact	4	1	1	0
Columbia Gas of MA	N/A	N/A	1	2
Eversource East Electric	12	10	1	0
Eversource East Gas	N/A	N/A	2	2
Eversource West Electric	5	3	1	0
Liberty Utilities	N/A	N/A	1	1
National Grid Electric	8	8	8	8
National Grid Gas	N/A	N/A	8	8
Unitil Electric	2	1	1	0

REDACTED



Unifil Gas	N/A	N/A	1	1
------------	-----	-----	---	---

2018 Rhode Island Low Income Multi-Family

PA	Estimated Annual Volume*			
	In-Process Assessment (Electric)	In-Process Lighting Installation	In-Process Wx Installation	Post Heating System Installation
National Grid Electric	12	12	1	N/A
National Grid Gas	N/A	N/A	5	1

5 Pricing

Pricing will be based upon Exhibit A.

6 Program Description – C&I

Massachusetts, Rhode Island and Connecticut Electric PAs have partnered with electrical distributors and lighting manufacturers to offer discounted LED lighting products to Massachusetts, Rhode Island and Connecticut non-residential customers. The goal of this program is to transform the market from less efficient standard lighting technology to more efficient technologies such as LEDs.

Through an agreement with participating electrical distributors, the higher cost of select eligible lamps and fixtures is paid directly to the distributor by The Program

The Program is administered via an implementation vendor. This innovative approach accelerates the adoption of new technologies by removing the initial cost hurdle for customers. As a result, customers get premium replacement technology at a comparable cost to conventional products.

More details about the program including a list of eligible lamp and fixture types can be accessed at:

Massachusetts & Rhode Island: www.masssave.com/upstream_lighting

Connecticut: <https://www.energizect.com/your-business/solutions-list/Express-Service-Lighting-Rebate>

The Massachusetts Electric and Gas PA's; Berkshires Gas, Liberty Utilities, Columbia Gas of Massachusetts, also offer upstream incentives through the HVAC and Plumbing supply channel. These incentives are used to support new technologies and transform the channel to high efficiency HVAC systems and Water Heaters.

More details about the program including a list of eligible lamp types can be accessed at:

REDACTED



<https://www.masssave.com/en/learn/partners/upstream-hvac/>

7 Overview

The purpose of the third party Verification includes, but is not limited to, verification of program assumptions, measure installations, improve customer satisfaction, and to provide feedback to PAs. CMC will provide monthly reporting of Site verification results to each individual PA and the Implementation vendor, as well as to the appropriate statewide working group upon request.

8 GAS – Water Heaters

8.1 Introduction

- a) CMC will receive monthly data from Implementation Vendor which includes the information contained in the **Attachment F**. This data will be provided in a mutually agreed-upon format for the Inspection Vendor to import into a database that CMC will provide specifically for the scheduling, tracking and reporting of all program activity.
- b) Based on data received from the Implementation Vendor CMC will schedule appointments at all relevant facilities to verify installation(s). All equipment will be verified at each facility unless inspection is barred as a result of accessibility issues.
- c) Armed with a site-specific report of purchased/installed equipment, CMC will locate, verify and photograph each installed unit for documentation purposes.
- d) The data will be input into CMC's database with reports generated for each job, to include a summary of each inspection. Pass/Fail designations will be used based on inspection criteria and PA's will be notified immediately of failures. Refer **Attachment H** for specified inspection categories
- e) Inspections will be summarized monthly by project and measure with appropriate documentation for billing purposes by appropriate PA.

REDACTED



- f) A monthly data extract will be sent back to the Implementation Vendor to import into their database for any follow up necessary.

8.2 Database & Reporting System Development

- a) CMC will provide an inspection database and scheduling system to accommodate the import and tracking of all required data.
- b) CMC will provide the verification results back to the Implementation Vendor within an agreed upon time frame

8.3 Scheduling and Inspection Process

- a) CMC will contact each targeted customer account and schedule a mutually convenient appointment for the inspection. The time window for the inspection will vary based on the size of the facility and number of installed units.
- b) A detailed work order will be generated for each site and include all relevant information (i.e. number and type of systems, distributor, contractor and customer information. Work orders will be forwarded electronically field inspectors.
- c) Inspectors will arrive on site, introduce themselves as a partner of Program Administrators. Specific language and talking points will be provided by the PA's. The inspector will coordinate with the onsite contact regarding the locations of retrofits and go about the inspection process. During the visual verification process, the inspector will verify model data and photograph the installed unit(s). Any discrepancies will be noted by the inspector.
- d) At the conclusion of the inspection process, the inspector will leave the site, and later enter the results of the daily inspection(s) for electronic submittal.

REDACTED



- e) The data is to be reviewed for accuracy, and if approved, submit as completed. The inspection will be categorized by the PA Specified Inspection Outcome Categories. **Attachment H** Any failure will contain detailed notes regarding specific quantities not found. All inspection/verifications are required to be sent to the Implementation Vendor for follow up.
- f) An immediate report will be generated in the event of a failure. Detailed monthly reports will be provided to each PA. All failed inspection verifications will be addressed with by the Implementation Vendor in coordination with the PA if deemed necessary.
- g) Any special requests by the customer must be communicated to the PA within 24 hours for immediate follow up.

8.4 Pricing Structure:

Pricing will be based upon Exhibit A.

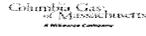
The allocation of the statewide PA's is as follows:

Residential Sector, Gas		C&I Sector, Gas	
Berkshire Gas	2.38%	Berkshire Gas	4.19%
CMA	19.56%	CMA	20.23%
National Grid	55.93%	National Grid	52.13%
Liberty Utilities	3.50%	Liberty Utilities	2.91%
NU/NSTAR	17.67%	NU/NSTAR	19.24%
Unitil	0.97%	Unitil	1.30%

9 Upstream HVAC/HP Program

9.1 Introduction

REDACTED



- a. CMC will receive monthly data from Implementation Vendor which includes the information contained in the **Attachment F**. This data will be provided in a mutually agreed-upon format for Verification Vendor to import into a database that CMC will provide specifically for the scheduling, tracking and reporting of all program activity.
- b. CMC will schedule appointments within 5 business days of receipt of the sales data. All equipment will be verified at each facility verification is barred, as a result of accessibility issues. (i.e. clean rooms, roof tops requiring bucket trucks, etc.).
- c. Site-specific report of purchased/installed equipment will be provided to the onsite verification technician; technician will locate, verify and photograph each installed unit for documentation purposes.
- d. The data will be input into CMC's database with reports generated for each job, to include a summary of each inspection. Successfully Installed/Uninstalled designations will be used based on inspection criteria; Implementation Vendor is to be notified immediately of failures for immediate follow up. Refer to **Attachment H** for Inspection Outcome Categories
- e. A summary of all site verifications will be provided on a monthly basis. The summary will be categorized by project name, location and measure. Appropriate documentation for billing purposes by appropriate Program Administrator is required. If a site visit deems immediate follow up, CMC will provide the results of the site visit to the Implementation Vendor within 24 hours of the site visit.
- f. A monthly data extract will be sent to the Implementation Vendor to import into their database for tracking purposes. This report is required to be provided to the Implementation Vendor no later than the 10th business day of the month.

REDACTED



9.2 Database & Reporting System Development:

- a. CMC will provide an inspection database and scheduling system to accommodate the import and tracking of all required data.
- b. CMC will provide the results to the Implementation Vendor within the first 10 business days of the month

9.3 Scheduling and Inspection Process

- a. CMC will contact each targeted customer account and schedule a mutually convenient appointment for the on-site verification. The scripts are to be provided by the Program Administrators. The time window for the verification will vary based on the size of the facility and number of installed units. Confirmation of all verification appointments 24 hours' prior of the scheduled appointment will be required by the verification technician.
- b. A detailed work order will be generated for each site and include all relevant information (i.e. number and type of systems, distributor, contractor and customer information). Work orders will be forwarded electronically to the CMC technician.
- c. CMC technicians will arrive on site; introduce themselves as a partner of The Program Administrator. Specific language and talking points will be provided. The technician will coordinate with the onsite contact regarding the locations of specified equipment and begin the documentation and verification process. During the visual verification process, the technician must verify model data and photograph the installed unit(s). Any discrepancies will be noted by the technician. The verification will be noted as a Successful Install, Uninstalled Equipment, Not Found or follow up required. Any equipment not found requires detailed reports regarding specific quantities not located. **Attachment H**

REDACTED



- d. An immediate report will be generated in the event of equipment that is not found/or not installed. In these instances, verifications will be addressed by the Implementation Vendor. Coordination between CMC and the Implementation Vendor will be required on a consistent basis.

- e. Detailed monthly reports are to be provided to each PA, specific to the zip code list provided. Each Program Administrator will provide their invoice and reports date requirements to CMC.

10 C&I Upstream Lighting

10.1 Site Visit Selection Criteria

CMC will inspect a minimum 5% of sites that received incentivized products through the program on a monthly basis. Inspections will be selected, for each PA, by CMC based on the criteria set by the Program Administrators. The number of customer sites will vary month to month. PAs currently average 200 sites verifications each month, with some exceptions. At least one site from each PA and each distributor (on a statewide basis) shall be included in the monthly selection criteria. The PA has the right to request additional measure verifications or specific site verifications at any time. The selection of site verifications will be split between LED fixture projects and LED lamps projects. Lamp projects account for the majority of incentive payouts, the program is prepared to see an increase in LED fixture projects as additional measures are potentially added. PAs reserve the right to adjust the sampling methodology including the % of sites inspected as the program continues to develop and may request that CMC inspect specific sites of special interest to the PA.

By the 20th of each month, the Upstream 3rd Party Implementation vendor will provide an electronic transmission of customer data who have participated in the program. All site verification criteria from the Program sent to CMC is provided in **Attachment G**.

10.2 Inspection Scheduling Process

CMC will rack all program data including which customers are contacted, which sites are inspected and the inspection results on a monthly basis. Historic data should be made available to PAs for analysis, tracking and evaluation purposes. CMC will contact each targeted customer account and schedule a mutually convenient appointment for the on-site

REDACTED



verification. Scripts will be provided by the Program Administrators as a reference guide to for CMC. The time window for the verification will vary based on the size of the facility and number of installed units. All appointments must be verified 24 hours prior to the site visit

10.3 Inspection Process

CMC will be required to work with the onsite contact regarding the locations of measures and begin the documentation and verification process. During the visual verification process, the technician must verify model data and photograph the installed unit(s). Any discrepancies will be noted by the technician. The verification will be noted as a Successful Install, Uninstalled, Not Found or follow up required. Refer to **Attachment G**. Any equipment/lamps/fixtures not found will require a detailed report regarding specific quantities not located. The onsite verification technician must document all results with a digital tool such as a tablet, iPad or similar format. No manual, hand written documentation will be accepted. All measures will be verified at each facility address provided. If the customer discloses the product has been installed at another site/address a second site visit verification must be generated. Verification that is barred, as a result of accessibility issues is to be noted as No Access (i.e. clean rooms, roof tops requiring bucket trucks, etc.) must be documented as such. All specific categories will be provided by the PA's, **Attachment G**. The onsite verification technician will utilize the site-specific report of purchased/installed equipment to locate, verify, document and photograph. In the event of a project in which the technician determines product was never delivered or paid for an immediate report will be generated. This report must be provided to the PA and Implementation vendor within 2 business days. In these instances, all communication will be addressed by the Implementation vendor. Coordination between CMC and the Implementation vendor will be required on a consistent basis.

10.4 Completed Inspections

All collection of data must be collected and provide to the Implementation Vendor and PA in a digital format. All completed site verifications will be sent to the Implementation vendor to import into their database for tracking and reporting purposes no later than the 10th day of the month.

REDACTED



10.5 Reporting and Invoicing

CMC will invoice each PA based on an established cost share structure between PAs.

CMC will note and record any discrepancies identified in the sales data provided by the Implementation vendor when compared to the actual conditions at the location where the work was performed. CMC will review and determine if there appears to be any unusual patterns at the PA, distributor or product level and include these observations in the monthly report.

CMC will maintain and make available upon request, duplicate copies of site inspection reports and supporting documentation which are generated in the delivery of the services provided.

Each PA (MA, RI & CT) will provide their invoice and reports date requirements to CMC.

Data Transfer

CMC will receive monthly data from Implementation vendor which includes the information contained in the attached; **Attachment G**. This data will be provided in a mutually agreed-upon digital format. CMC will be required to import into a database specifically for the scheduling, tracking and reporting of all program activity.

CMC will schedule appointments within 5 business days of receipt of the sales data. The data will be input into CMC's database with reports generated for each job, to include a summary of each inspection. Successfully Installed/Uninstalled designations will be used based on inspection criteria; Implementation vendor is to be notified immediately of failures for immediate follow up. A summary of all site verifications will be provided on a monthly basis. The summary will be categorized by project name, location and measure. Refer to **Attachment G**. A monthly digital data extract of all completed site verifications is to be sent to the Implementation vendor to import into their database for tracking purposes. This report is required to be provided to the Implementation vendor no later than the 10th business day of the month. Appropriate documentation for billing purposes by appropriate Program Administrator is required. If a site visit deems immediate follow up, CMC must provide the results of the site visit to the Implementation vendor within 24 hours of the site visit.

10.6 Verification Site Visit Protocols/Qualifications

REDACTED



CMC will use verification technicians that, at a minimum, meet the qualifications of the program. Technicians should have the necessary knowledge and experience in lighting technologies and site inspection training.

Data Requirements

The following actions will be performed at each customer location:

Lighting Equipment Verification:

- Inspect lighting product installation which could include LED replacement lamps (Type A, MR, PAR, and Decorative types) and LED fixtures (troffers, retrofit kits, stairwell, and others), and document based on the categories provided by the PA's **Attachment H**
- Categorize each product according to the **Attachment H**
- Verify quantities and types of lamps/fixtures purchased. Document any spare lamps purchased
- Open a minimum of 5 fixtures per site to verify lamps meet program sales data.
- If 100% of the lamps are not available for inspections (e.g. occupied hotel rooms), it should be noted in the site report with the % of lamps/fixtures inspected that were purchased through the program.
- Verify that all fixtures and controls operate properly (test and note any LED dimmer compatibility issues).
- Optional: note missed opportunities or inappropriate applications.
- Optional photographs may be included or requested by the PA.
- Document any problems or issues with the program or products.
- Educate customers about other the Mass Save / Energize CT /National Grid website to learn about other programs they may be eligible for and would benefit from.

11 Electronic Data Collection

REDACTED



Upon contract award, CMC will work with the PAs in the design, development and implementation of the electronic data collection app for the Upstream Lighting Program. Expected duration of development is 12 weeks from contract award. The PAs may request that CMC submit a formal proposal for the development and implementation of its electronic data collection tablet app for the remaining C&I programs.

REDACTED

Residential QA/QC SOW Pricing Sheet

Administrative/Management Fees Allocated to all PAs	Rate	Charge
- Mass Save® Residential and Low Income Programs	per month	
- Rhode Island Residential and Low Income Programs	per month	
New Construction		
	Est. Yearly Volume MA & RI	
1) Mid point inspections	123	
2) Final inspections	123	
Multi-Family		
	Est. Yearly Volume MA & RI	
1) In-Process Assessment Inspection	50	
2) In-Process Installation Inspection	481	
3) Post Installation Inspection	147	
4) Phone Surveys	200	
Home Energy Services		
	Est. Yearly Volume MA & RI	
1) In-Process HEA (Partial Duration) (NGRID)	1,722	
1a) In-Process HEA (Full Duration)	1,360	
2) Post HEA	1,674	
3) Post Weatherization Installation	1,066	
4) Phone Surveys	915	
Low Income Single Family		
	Est. Yearly Volume MA	
1) In-Process HEA/AMP	120	
2) Post Installation	153	
Low Income Multi-Family		
	Est. Yearly Volume MA & RI	
1) In-Process Assessments	43	
2) In-Process Lighting Installation	35	
3) In-Process Weatherization Installation	32	
4) Post Heating System Installation	24	
Additional Miscellaneous Costs (when/if needed)		
	Rate	
IT Hourly Rate (for upgrades/enhancements after rollout)	per hour	
Provide a list of the various job functions within your organization that may be utilized for needs/services outside those addressed within this SOW	per hour	
CMC Provided Training Costs	per hour	
Required training expenses -inspectors (Plus Travel)	per hour	
Mediator services	per hour	
Blower Door Optional Fee	per	
Duct Blaster Optional Fee	per	

REDACTED

Upstream C & I : QA/QC SOW Pricing Sheet

Administrative/Management Fees Allocated to all PAs	Flat Rate		
Upstream Lighting	per month	\$	4,000.00
Upstream HVAC		\$	1,250.00
Upstream Gas : Water Heaters		\$	1,250.00
Upstream Food Service		\$	1,250.00
Upstream Lighting - MA - CT & RI			
	Est. Yearly Volume MA & RI	Est. Monthly Volume MA & RI	
Site Verifications	1,404	117	
Upstream HVAC : MA & RI			
	Est. Yearly Volume MA & RI	Est. Monthly Volume MA & RI	
Site Verification	156	13	
Upstream Gas : Water Heaters : MA & RI			
	Est. Yearly Volume MA & RI	Est. Monthly Volume MA & RI	
Site Verification	396	33	
Upstream Food Service - New Program 2017			
	Est. Yearly Volume MA & RI	Est. Monthly Volume MA & RI	
Site Verification			
Additional Miscellaneous Costs (when/if needed)			
	Rate		
IT Hourly Rate (for upgrades/enhancements after rollout)	per hour		
Provide a list of the various job functions within your organization that may be utilized for needs/services outside those addressed within this SOW	per hour		



DIV 1-10
Energy Wise Single Family Implementation & Delivery

Request:

Why are only 5% of weatherization projects examined for quality control?

Response:

5% is the industry standard for quality control inspections. In addition, the Lead Vendor conducts technical support on all of the weatherization projects completed. They meet with weatherization contractors to verify equipment installations and sign off upon project completion.

DIV 1-11
Energy Wise Single Family Implementation & Delivery

Request:

Please describe the specific methods the Company plans to use to “target program outreach” in underserved areas of the state, as stated on Bates 115.

Response:

The Company has several specific methods to target underserved areas and customers in Rhode Island.

The non-participant study identified minority, low-income, and non-native English-speaking customers as underserved. The Company's Energy Efficiency (“EE”) Consumer Advocate has begun meeting with organizations that serve these customers. One Company goal is to leverage other state organizations and the trust they may have with customers to educate the customer about the EE programs. It frequently takes several points of contact for someone to become aware of the EE programs.

The EE Consumer Advocate is also training in-person employees at the state agencies and organizations so they can also let the Company know when they identify opportunities or areas where it would be appropriate and beneficial for the EE team to follow up with customers.

There will also be additional messaging targeted at these underserved communities. At the end of 2022, the Company began a campaign to inform underserved customers about EE and bill payment options given the upcoming winter rate increases. EE materials were posted at the checkout counter in neighborhood markets, laundromats, and convenience stores. There were also corresponding online banner ads and social media ads. The Company plans to continue these types of promotions in 2023.

Additionally, the independent insulation contractors that serve the market rate program will receive an incentive for each weatherization customer that completes all their work in one of the targeted communities. Some of the Spanish speaking contractors have been excited about this opportunity and have been working with the Company's marketing department with ideas to enhance outreach.

DIV 1-12
Energy Wise Single Family Implementation & Delivery

Request:

Please provide the list of approved RI contractors referenced at Bates 116.

Response:

Please see Attachment DIV 1-12 for the list of approved Rhode Island contractors.



**Rhode Island
Energy™**
a PPL company

Rhode Island Heating and Cooling Program Participating Contractor List

This list is provided as confirmation that these contractors have been HVAC Check trained in proper airflow and charge protocols through the Rhode Island Heating and Cooling program, helping to ensure that your equipment operates according to manufacturer's specifications.

Not seeing your contractor who has been recently trained? Please contact us directly at 844.615.8315 or HVAC@CLEAResult.com and we can verify if they are internally listed prior to any installation to ensure eligibility for the RI 2022 Enhanced Rebates.

Company Name	Address	City & State	Phone	Website	Email
A Perry Heating	83 Mockingbird Dr	Exeter, RI	(401) 640-8488		adamp762@gmail.com
Air Masters HVAC Services of N.E, Inc.	59 Turner St	Fall River, MA	(508) 672-7993	www.airmastershvac.net	mike@airmastershvac.net
Air Quality LLC	11 Kearsarge Drive	Cranston, RI	(401) 616-4822	www.airqualityllc.net	Bruce@AIRQUALITYLLC.NET
Air Tech Pro HVAC	3970 Post Rd	Warwick, RI	(401) 428-4745	www.airtechprohvac.com	contact@airtechprohvac.com
American Home Heating and A/C	8 Webb St Unit D	Cranston, RI	(401) 383-2275	www.americanhomehvacri.com	Bobbyp29@hotmail.com
Aquidneck Services LLC	113 Hilltop Dr	Portsmouth, RI	(401) 251-4226	www.aquidneckservices.com	info@aquidneckservices.com
AR Heating & Cooling, Inc.	1655 Elmwood Avenue, Suite 15	Cranston, RI	(401) 383-5809		arheatingncooling@gmail.com
Atlantis Comfort Systems Corp	111 Energy Way Unit 1	W. Warwick, RI	(401) 233-2600	www.atlantiscomfort.com	cshute@atlantiscomfort.com
B&L Ductless	1319 Sharps Lot Rd	Swansea, MA	(508) 266-5421		sales@blductless.com
Best Energy	4 Mechanic St	Pawcatuck, CT	(860) 599-1920	www.bestenergyctri.com	jimlathrop@yahoo.com
BMB Services, LLC	PO Box 1106	East Greenwich, RI	(401) 640-5475		BMBServicesRI@yahoo.com
Boss Heating & Cooling, Inc.	5221A Old Post Rd	Charlestown, RI	(401) 741-3557	www.bossheatingcooling.com	rstockman.boss@yahoo.com
Briggs Mechanical, Inc.	149 Chestnut St	N. Attleboro, MA	(508) 695-0240	www.briggscomfort.com	renee@briggsmechanical.com
Buckley Heating and Cooling	1632 Kingstown Rd	Peacedale, RI	(401) 284-4650	www.buckleyhc.com	mperretta@buckleyhc.com
Camara's HVAC Services Inc	2 Sandpiper Dr	Westport, RI	(508) 965-5411	www.camarasheatingandac.com	augie@camarashvacservices.com
Carjon Air Conditioning & Heating, Inc.	4 Enterprise Lane	Smithfield, RI	(401) 232-9400	www.carjon.com	info@carjon.com

Sponsors do not endorse or warrant the performance of installed or serviced equipment, or the business practices of these contractors, either expressly or implicitly. Program sponsors make no warranties or representation of any kind regarding the services provided by these contractors.

Company Name	Address	City & State	Phone	Website	Email
CMA Heating & Air	386 Hixville Rd	Dartmouth, MA	(508) 642-9881	www.cmaheatair.com	Cmahvac@yahoo.com
Coastal Energy Services, Inc.	91 Regent Court	Swansea, MA	(774) 482-6635	www.Coastalnrg.com	Coastalnrg@gmail.com
Coastal HVAC	169 Old Post Rd	Wakefield, RI	(401) 741-7828		coastalhv48@gmail.com
Continental Engineering Services Co., Inc.	101 Railroad Ave	Johnston, RI	(401) 233-2665	www.continentaleng.com	info@continentaleng.com
Control Systems	40 Glen View Dr	Cranston, RI	(401) 426-7982		calltonyjohn@gmail.com
Cotti Johnson HVAC Inc	30 Waverly St	Taunton, MA	(774) 501-3041	www.cottijohnsonhvac.com	eric@cottijohnson.com
D&V Mechanical INC.	271 Post Rd	Westerly, RI	(401) 741-2704		dvmechanical@gmail.com
Diamond HVAC	103 B Dr	Westport, MA	(774) 644-9181		Glthvac@Gmail.Com
Driver's Plumbing & Mechanical, Inc.	77 West Park St	Providence, RI	(401) 272-5851	www.driversplumbing.com	jdri4@cox.net
Dupuis Energy	401 Walcott St	Pawtucket, RI	(401) 727-7530	www.dupuisenergy.com	info@dupuisoil.com
Energy One	197 James P Murphy Hgwy	West Warwick, RI	(401) 823-1800	www.energy-one.com	tvessella@energy-one.com
Expandable Sound	20 Quanaoag Road	Freetown, MA	(508) 328-6797		expandablesoundac@gmail.com
Gaia Temperature Controls Inc	35A Lark Industrial Parkway	Greenville, RI	(401) 757-3238	www.gaiatemp.com	matt@gaiatemp.com
Gem Plumbing & Heating	1 Wellington Road	Lincoln, RI	(401) 867-5309	www.askgem.com	Epeloquin@gemplumbing.com
HV Holland, Inc	2 Hammett Ct	Jamestown, RI	(401) 423-0614	www.hvacjamestown.com	
JKL Engineering Co Inc	945 Westminster St	Providence, RI	(401) 351-7600	www.jklengineeringri.com	
Jonathan Svitil	78 Wilbur Road	Lincoln, RI	(401) 595-5198		Jsvitil@yahoo.com
Lawrence Air Systems	1590 Fall River Ave	Seekonk, MA	(401) 438-8525	www.lawrenceairsystems.com	tricia@lawrenceairsystems.com
Mazzarella Mechanical	235 Robert Street	Westport, MA	(401) 419-7736		jmmazzy@aol.com
Mechanical HVAC Systems Inc.	65 Green St	Peacedale, RI	(401) 741-8618	www.mechanicalhvacsyste.ms.com	adam.sandel@yahoo.com
MPG Mechanical	64 Laurel Rd	Charlestown, RI	(401) 626-6091	www.mpgmechanical.com	mpgmechanical@cox.net
New England Energy Concepts, Inc.	2461 Maple Swamp Rd	North Dighton, MA	(508) 509-2711	www.neenergyconcepts.com	ksmith@neenergyconcepts.com

Sponsors do not endorse or warrant the performance of installed or serviced equipment, or the business practices of these contractors, either expressly or implicitly. Program sponsors make no warranties or representation of any kind regarding the services provided by these contractors.

Company Name	Address	City & State	Phone	Website	Email
Ocean State Air Solutions Inc	1844 East Main Rd	Portsmouth, RI	(401) 293-0422	www.oceanstateair.com	info@oceanstateair.com
Ocean State Mechanical Inc	126 Howard Ave	Coventry, RI	(401) 828-8848	www.oceanstatemechanicalinc.com	oceanstatemechanical@gmail.com
Petro Heating & Air Conditioning	141 Knight St	Warwick, RI	(401) 736-2311	www.petro.com	Petro@petroheat.com
Phil's Heating and A/C	2 Spring St	Westerly, RI	(401) 596-2440		Mbuc21554@aol.com
Phillips plumbing and Mechanical	313 Warwick Ave	Cranston, RI	(401) 781-4228	www.phillipsplumbingri.com	info@phillipsplumbingri.com
Prime Heating & Cooling LLC	297 Cranberry Bog Rd	Danielson, CT	(401) 487-1373		Tjs12887@Gmail.Com
Providence Mechanical Services	49 Cedar Swamp Rd, Ste. 14	Smithfield, RI	(401) 349-0410	www.pmshvacr.com	pmshvac@gmail.com
Rapid HVAC-R	818 Pine St	Seekonk, MA	(508) 837-7185		RapidHVACR@gmail.com
Regan Heating & Air Conditioning	16 Hylestead St	Providence, RI	(401) 461-8100	www.reganhvac.com	gtruit@reganhvac.com
Restivo's HVAC	295 Scituate Ave	Johnston, RI	(401) 351-7378	www.restivos.com	jim@restivos.com
Santoro Oil	101 Corliss St	Providence, RI	(401) 942-5000	www.santorooil.com	info@santorooil.com
Superior Comfort, Inc.	11 Broadcommon Rd, Unit A	Bristol, RI	(401) 396-9171	www.superiorcomfortinc.com	sherryl@superiorcomfortinc.net
Total Comfort Heating & Cooling	161 Pound Rd	Cumberland, RI	(401) 533-3302	www.totalcomforhelp.com	info@totalcomforhelp.com
UG Nasons	305 Oliphant Ln	Middletown, RI	(401) 847-2497	www.ugnasons.com	conni@ugnasons.com
Valcourt Heating Inc.	410 Fish Rd	Tiverton, RI	(401) 635-8222	www.valcourtheating.com	Office@ValcourtHeating.com
Valley Heating & Cooling, Inc.	95 Kenyon Hill Trail	Wyoming, RI	(401) 539-0400	www.valleyheatcoolri.com	tdr@valleyheatcool.com
VICMIR & SONS INC	10 Lincoln Ave	Riverside, RI	(401) 438-5300	www.vicmir.com	Vicmirinc@Gmail.Com
Victory Heating and Air Conditioning	115 Mendon Street	Bellingham, MA	(508) 966-9858	www.victoryhvac.com	
Vortechs HVAC, Inc.	P. O. BOX 5213	Wakefield, RI	(401) 490-1181	www.vortechshvac.com	support@vortechshvac.com
William Harris HVACR Solutions	6 Great Rd	Barrington, RI	(401) 639-5229	www.wharrishvac.com	wharrishvac@gmail.com
Wood's Heating Service	22 Almeida Ave	East Providence, RI	(401) 434-1487	www.woodsheating.com	mperretta@woodsheating.com

Sponsors do not endorse or warrant the performance of installed or serviced equipment, or the business practices of these contractors, either expressly or implicitly. Program sponsors make no warranties or representation of any kind regarding the services provided by these contractors.

DIV 1-13
Home Energy Assessments- Air Conditioning

Request:

Bates Page 116 states, "During home visit or virtual visit, energy specialists capture or gather information on the age and condition of heating systems, the heating fuel type, and verify the number of stories in the home. This data is used to identify if homes are good candidates for high efficiency heating, cooling, and hot water systems such as air source heat pumps and heat pump water heaters. Homes with current electric heating and/or water heating systems are provided information about enhanced incentives for air source heat pump systems and automatically referred to the HVAC program for follow up."

- a) Do energy specialists also capture or gather information on the age and condition of cooling systems during the home or virtual visit?
- b) Are homes with central air conditioning systems that are nearing end of life also provided with information about incentives for air source heat pump systems and automatically referred to the HVAC program for follow up?
- c) How many rebates are in the budget for central air conditioners?
- d) What amount of budget is allocated to these central air conditioner rebates?

Response:

- a) Yes, energy specialists gather information on the age and condition of cooling systems during home or virtual visits.
- b) A customer with a central air conditioning system most likely heats with another fuel source and the Company understands that promoting central heat pumps would be moving into a fuel switching scenario which is currently not allowed. However, if the customer asks for recommendations, the Energy Specialists will explain the options for displacing and non-displacing central heat pumps and mini-splits.
- c) In 2023, the Company planned a quantity of 11 Central Air Conditioners.
- d) In 2023, the Company planned an \$11,000 budget for Central Air Conditioners.

DIV 1-14
Multifamily- Implementation & Delivery

Request:

Please identify the vendor for this program and provide a copy of the existing contract.

Response:

The vendor for this program is RISE Engineering. Please see Confidential Attachment DIV 1-14 for a copy of the existing contract. Attachment DIV 1-14 is a Master Services Agreement that consists of competitively sensitive commercial information. Because disclosure of the terms of the Master Services Agreement could alter bids in any future solicitation for services, the Company has submitted an unredacted copy of Attachment DIV 1-14 subject to a motion for protective treatment.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

Attachment DIV 1-14
Multifamily- Implementation & Delivery

REDACTED

DIV 1-15
Multifamily- Implementation & Delivery

Request:

Does the Company obtain and keep the completion reports referenced at the bottom of Bates 118?
If not, why not?

Response:

Yes, the Company obtains and keep records of completion reports.

DIV 1-16
Multifamily- Implementation & Delivery

Request:

Please identify the third-party independent party that provides quality control and assurance to at least 5% of all assessments and weatherization projects and provide a copy of the contract. Please describe the third party's process of quality control and assessment.

Response:

The vendor is CMC Energy Services. The contract documents are included as Attachments DIV 1-9-1 and 1-9-2. These attachments contain competitively sensitive commercial information including pricing and other negotiated contract terms. Therefore, the Company has provided these attachments subject to a motion for protective treatment. Redaction of the confidential information contained in Attachment DIV 1-9-1 is not practicable, but the Company has supplied a redacted public version of Attachment DIV 1-9-2 and an unredacted confidential version.

At the time of the agreement the 3 types of QA/QC services are:

MULTI-FAMILY:

There are 3 types of inspections for the Multi-Family Program. All In-Process Assessment Inspections and Installation Inspections will be expected to last 4 hours and will be billed per project. All Post inspections will be invoiced on a per project basis as well.

- a) **Assessment Inspections** - CMC inspectors will visit energy assessments while they are occurring and will accompany auditors to:
 - 1) Confirm preexisting conditions, including digital photographs of a sample of existing fixtures to be replaced
 - 2) Confirm no opportunities have been missed
 - 3) Verify findings of all sample units assessed
 - 4) Verify total number of existing appliances, heating, cooling, and hot water systems evaluated for replacement

- b) **In-process Installation Inspection** - CMC Inspectors will visit installations while they are occurring. Inspectors will confirm:
 - 1) Lighting

DIV 1-16, Page 2

Multifamily- Implementation & Delivery

- a) All contracted installations are occurring
 - b) Any adjustments to actual installed measures are being documented appropriately
 - c) Total number of lighting fixtures installed both interior and exterior, including digital photographs of a sample of existing lighting fixtures and new post installation lighting fixtures
- 2) Weatherization
- a) All contracted installations are occurring
 - b) Any adjustments to actual installed measures are being documented appropriately
 - c) Verify approximate quantity/square footage being installed via visual inspection
 - d) Verify other program weatherization measures, such as eave baffles, damming and venting of bath fans
 - e) Ensure insulation and air sealing is being installed according to program standards
 - f) Take digital photographs of a sample of insulation and air sealing installations in process
 - g) Indicate potential missed opportunities
- 3) Other Measures:
- a) Total number of all other contracted measures installed, such as water savings devices, smart strips, thermostats, etc. as well as any other custom measures when applicable

DIV 1-16, Page 3

Multifamily- Implementation & Delivery

- c) **Post Inspections** – CMC Inspectors will visit project sites after all the work has been completed in conjunction with the Lead Vendor and Installation Contractor (when applicable). Inspectors will confirm:
- 1) All contracted measures have been installed according to the program guidelines and standards
 2. Project site has been restored to acceptable conditions

Projects for all three types of inspections are selected on a random basis.

DIV 1-17
Multifamily- Implementation & Delivery

Request:

Why are only 5% of multi-family weatherization projects examined for quality control?

Response:

Five percent is the starting point for Quality Assurance/Quality Control (QA/QC) services. If the third-party QA/QC vendor identifies significant problems, action would be taken to resolve the issues and additional QA/QC may be conducted to verify that issues have been remediated.

DIV 1-18
Appliance Management Program

Request:

A quick Google search identifies many appliance companies in Rhode Island. Please explain why South Middlesex Opportunity Council (SMOC) could not devise a list and reach out to these companies with the solicitation. Why is it appropriate to wait until 2023 to ensure that RI based companies have the opportunity to participate as vendors in EE programs funded by RI ratepayers?

Response:

South Middlesex Opportunity Council's ("SMOC's") efforts in the past raised awareness of the opportunity to serve as an appliance delivery vendor by advertising in newspapers. They did not historically include direct company outreach. The Company will request that SMOC supplement its 2023 solicitation notice by including an advertisement in the Providence Journal and a direct email or other direct communication to qualified Rhode Island vendors. Conducting an additional solicitation is a matter of prioritizing resources. Currently, there is one planned for early 2023. In the meantime, companies are not prohibited from reaching out directly to SMOC and could potentially be onboarded as providers of appliances prior to the scheduled 2023 solicitation. Two other companies have done this. In addition, SMOC has reached out to a vendor that currently works within the income eligible program providing repair services, but that vendor declined to participate.

DIV 1-19
Appliance Management Program

Request:

Please advise how the compensation works for the existing appliance vendors. Include in this explanation whether the vendor has borne the risk of rising gas prices. How does SMOC ensure that a vendor will not try to fulfill orders closer to its warehouses in order to save on gas expenses for delivery?

Response:

Appliance vendors respond to the RFP for services by providing appliances at an agreed upon price list that is inclusive of delivery of the new appliance and removal of the old appliance. Compensation for the appliance vendor is also included within the agreed upon price. Since compensation for the appliance vendor is included within the agreed upon price, the appliance vendor bears the risk of rising gas prices.

South Middlesex Opportunity Council ("SMOC") can see when an order is placed and when an appliance is delivered. They would be able to see if customers in one area are receiving an exact appliance before another customer that placed an order for the same appliance at an earlier date.

DIV 1-20
Appliance Management Program

Request:

What dispute resolution processes, if any, are in place for CAPs/ customers that have been waiting for extended periods of time for an appliance?

Response:

South Middlesex Opportunity Council ("SMOC"), the scheduler for appliance replacements, provides the CAP agencies with monthly lists of appliances that have current availability. The goal is to communicate with customers that wait times will be shorter if an appliance is selected with current availability. CAP agencies that have customers who have a back ordered appliance in excess of six months are asked to have the customer reach out directly to SMOC. SMOC can then assist the customer with identifying another model with a shorter wait time.

DIV 1-21
Appliance Management Program

Request:

The Company's answer to Division Informal 1-1 stated: "The Company will request that SMOC supplement its 2023 solicitation notice by including an advertisement in the Providence Journal and a direct email or other direct communication to qualified Rhode Island vendors."

- a) What criteria is used to determine whether a vendor is "qualified"?
- b) This statement appears to imply that SMOC will continue to be the Company's key contractor for appliances for the 2023 Energy Efficiency Plan year. Is this accurate?
- c) If the answer to 2-1 (b) is affirmative, please explain why the Company plans or intends to continue using a contractor from Massachusetts for the Rhode Island Energy Efficiency program.
- d) Please provide a copy of the contract or memorandum of understanding between the Company and SMOC, if such a document exists.
- e) Is SMOC engaged in any other element of the RI Energy Efficiency program other than appliances?

Response:

- a) Qualified vendors must have the necessary insurance and ability to deliver the requested products at the specified price.
- b) The Company plans to go out for a RFP for the entire IES program in 2023 with a new vendor starting in 2024. The existing IES vendors will support the program until a new vendor is selected during the RFP. The refrigerator scheduling services that SMOC provides will be part of the overall RFP.
- c) The Company plans to bid out the entire IES services program rather than focusing on one element of the program. While there are no specific procurement rules dictating geographic preferences in procurement, Rhode Island Energy strongly supports the identification and inclusion of both local and diverse suppliers in bid events.
- d) There is no contract or memorandum of understanding between the Company and SMOC. Rhode Island Energy's lead vendor of the IES program, CLEAResult, engages SMOC to provide the appliance replacement scheduling as a subcontractor.
- e) SMOC only provides the appliance replacement scheduling services for IES.

DIV 1-22
Appliance Management Program

Request:

What efforts has the Company undertaken in the past five (5) years to identify or engage a non-profit or for-profit agency in Rhode Island to provide the same or similar services as presently provided by SMOC?

Response:

The Company has not undertaken in the past five years to engage a non-profit or for-profit agency in Rhode Island to provide the same or similar services as presently provided by SMOC. Prior to the sale of The Narragansett Electric Company to PPL Rhode Island Holdings, LLC, the appliance replacement scheduling component of IES was contracted by the Massachusetts Lead Vendor for Single Family Income Eligible Services. The Massachusetts Lead Vendor was mandated by the Green Communities Act in Massachusetts. The Rhode Island IES program contracted Action and SMOC for the appliance replacement services.

DIV 1-23
Appliance Management Program

Request:

Please provide all invoices issued by SMOC to the Company for the period 2017 to the present.

Response:

Please see Attachment DIV 1-23 for all invoices issued by SMOC to the Company for the period 2017 to the present.

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 120283 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	120283	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	01/06/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	AMP 1-3-17	Payment Terms	No Discount - No Days
Vendor Invoice Date	01/03/2017	Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 51,821.00
8	Freezer Replacement/Removal Charges	--	--	\$ 1,515.00
9	AC Replacement/Removal Charges	--	--	\$ 3,580.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 214.70
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 57,130.70
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 57,130.70
Discount	\$ 0.00
Total Amount Due	\$ 57,130.70
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 57,130.70

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
235889	120283 - AMP 1-3-17	ACTION INC.	\$ 60,540.70	Payment Complete	01/06/2017	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 120764 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	120764	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	02/03/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	AMP 1-17-17	Payment Terms	No Discount - No Days
Vendor Invoice Date	01/17/2017	Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 48,859.00
8	Freezer Replacement/Removal Charges	--	--	\$ 2,110.00
9	AC Replacement/Removal Charges	--	--	\$ 2,387.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 51,366.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 51,366.00
Discount	\$ 0.00
Total Amount Due	\$ 51,366.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 51,366.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
237483	120764 - AMP 1-17-17	ACTION INC.	\$ 54,226.00	Payment Complete	02/03/2017 View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 121142 - ACTON INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	121142	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	02/08/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	AMP 1-30-17	Payment Terms	No Discount - No Days
Vendor Invoice Date	01/20/2017	Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3300217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 25,446.00
8	Freezer Replacement/Removal Charges	--	--	\$ 620.00
9	AC Replacement/Removal Charges	--	--	\$ 5,257.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 31,323.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 33,356.00
Discount	\$ 0.00
Total Amount Due	\$ 33,356.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 33,356.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
238203	121142 - AMP 1-30-17	ACTION INC.	\$ 33,356.00	Payment Complete	02/08/2017 View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 121560 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	121560	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	03/22/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	AMP 2-14-17	Payment Terms	No Discount - No Days
Vendor Invoice Date	02/14/2017	Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 84,242.00
8	Freezer Replacement/Removal Charges	--	--	\$ 2,572.00
9	AC Replacement/Removal Charges	--	--	\$ 11,354.00
10	AC Water Box Replacement Charges	--	--	\$ 6.00
11	Refrigerator Service Charges	--	--	\$ 349.13
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
16	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 98,517.13
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 104,897.13
Discount	\$ 0.00
Total Amount Due	\$ 104,897.13
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 104,897.13

Saving Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
238953	121560 - AMP 2-14-17	ACTION INC.	\$ 104,897.13	Payment Complete	03/22/2017	View

© 2022 Narragansett Electric Company
21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 121981 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number 121981	Invoice Status Paid
Vendor Number 100002028	Invoice Status Date 03/18/2017
Vendor Name ACTION INC.	State RI
Vendor Contract 9943	Company ID NECO
Vendor Invoice Number AMP 2-28-17	Payment Terms No Discount - No Days
Vendor Invoice Date 02/28/2017	Service Category AMP Appliance Installation
Program Low Income Service (1-4)	Purchase Order Number 3200217057
SAP Program	

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 80,011.00
8	Freezer Replacement/Removal Charges	--	--	\$ 3,440.00
9	AC Replacement/Removal Charges	--	--	\$ 10,198.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 145.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 93,794.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 93,794.00
Discount	\$ 0.00
Total Amount Due	\$ 93,794.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 93,794.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
240010	121981 - AMP 2-28-17	ACTION INC.	\$ 93,794.00	Payment Complete	03/18/2017 View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 122358 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	122358	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	03/18/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	AMP-2-28-17	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 48,144.00
8	Freezer Replacement/Removal Charges	--	--	\$ 2,344.00
9	AC Replacement/Removal Charges	--	--	\$ 6,424.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 965.30
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 55,877.30
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 59,452.30
Discount	\$ 0.00
Total Amount Due	\$ 59,452.30
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 59,452.30

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
240008	122358 - AMP-2-28-17	ACTION INC.	\$ 59,452.30	Payment Complete	03/18/2017 View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 122725 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	122725	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	04/18/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	AMP-03-24-17	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 45,096.00
8	Freezer Replacement/Removal Charges	--	--	\$ 2,064.00
9	AC Replacement/Removal Charges	--	--	\$ 10,123.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 215.93
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 57,500.93
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 01,022.93
Discount	\$ 0.00
Total Amount Due	\$ 61,625.93
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 61,625.93

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
241759	122725 - AMP-03-24-17	ACTION INC.	\$ 61,625.93	Payment Complete	04/18/2017	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 123180 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	123180	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	04/18/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	AMP-04-07-17	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 80,179.00
8	Freezer Replacement/Removal Charges	--	--	\$ 2,584.00
9	AC Replacement/Removal Charges	--	--	\$ 12,232.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 94,995.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 101,205.00
Discount	\$ 0.00
Total Amount Due	\$ 101,205.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 101,205.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
241789	123180 - AMP-04-07-17 NECO	ACTION INC.	\$ 101,205.00	Payment Complete	04/18/2017	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 123528 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	123528
Vendor Number	100002028
Vendor Name	ACTION INC.
Vendor Contract	9943
Vendor Invoice Number	123516AMP-04-21-17
Vendor Invoice Date	
Program	Low Income Service (1-4)
SAP Program	
Invoice Status	Paid
Invoice Status Date	05/09/2017
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	3200217057

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 56,142.00
8	Freezer Replacement/Removal Charges	--	--	\$ 1,795.00
9	AC Replacement/Removal Charges	--	--	\$ 8,353.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 66,290.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 70,035.00
Discount	\$ 0.00
Total Amount Due	\$ 70,035.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 70,035.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
243100	123528 - 123516AMP-04-21-17	ACTION INC.	\$ 70,035.00	Payment Complete	05/09/2017	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 124034 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	124034	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	05/09/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	AMP-05-04-2017	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 82,044.00
8	Freezer Replacement/Removal Charges	--	--	\$ 3,468.00
9	AC Replacement/Removal Charges	--	--	\$ 12,610.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 78,122.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 83,512.00
Discount	\$ 0.00
Total Amount Due	\$ 83,512.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 83,512.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
243106	124034 - AMP-05-04-2017	ACTION INC.	\$ 83,512.00	Payment Complete	05/09/2017	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 124428 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	124428	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	05/25/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	AMP-05-18-17	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 58,062.00
8	Freezer Replacement/Removal Charges	--	--	\$ 2,559.00
9	AC Replacement/Removal Charges	--	--	\$ 8,199.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 68,820.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 73,220.00
Discount	\$ 0.00
Total Amount Due	\$ 73,220.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 73,220.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
243816	124428 - AMP-05-18-17 NECO	ACTION INC.	\$ 73,220.00	Payment Complete	05/25/2017	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 124928 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	124928	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	06/15/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	AMP-06-02-17-MA	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 72,850.00
8	Freezer Replacement/Removal Charges	--	--	\$ 3,113.00
9	AC Replacement/Removal Charges	--	--	\$ 16,088.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 207.18
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 92,058.18
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 90,713.10
Discount	\$ 0.00
Total Amount Due	\$ 90,713.10
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 90,713.10

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
244950	124928 - AMP-06-02-17-MA	ACTION INC.	\$ 90,713.18	Payment Complete	06/15/2017	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 125314 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	125314	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	06/24/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	RI-AMP-06-16-17	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 66,000.00
8	Freezer Replacement/Removal Charges	--	--	\$ 3,180.00
9	AC Replacement/Removal Charges	--	--	\$ 16,501.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 85,690.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 92,100.00
Discount	\$ 0.00
Total Amount Due	\$ 92,180.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 92,180.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
245320	125314 - RI-AMP-06-16-17	ACTION INC.	\$ 92,180.00	Payment Complete	06/24/2017	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 126050 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	126050	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	07/21/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	RI-AMP-06-30-2017-0	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 65,192.00
8	Freezer Replacement/Removal Charges	--	--	\$ 1,005.00
9	AC Replacement/Removal Charges	--	--	\$ 10,386.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 207.51
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 76,790.51
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 82,070.51
Discount	\$ 0.00
Total Amount Due	\$ 82,070.51
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 82,070.51

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
246797	126050 - RI-AMP-06-30-2017-0	ACTION INC.	\$ 82,070.51	Payment Complete	07/21/2017	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 126329 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	126329	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	08/04/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	RI-AMP-07-14-17	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 50,039.00
8	Freezer Replacement/Removal Charges	--	--	\$ 2,788.00
9	AC Replacement/Removal Charges	--	--	\$ 8,252.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 805.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 61,684.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 60,029.00
Discount	\$ 0.00
Total Amount Due	\$ 60,029.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 60,029.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
247659	126329 - RI-AMP-07-14-17	ACTION INC.	\$ 60,029.00	Payment Complete	08/04/2017	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 126879 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	126879	Invoice Status	Paid
Vendor Number	1000002028	Invoice Status Date	08/08/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	RI-AMP-07-28-2017	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 104,108.00
8	Freezer Replacement/Removal Charges	--	--	\$ 6,234.00
9	AC Replacement/Removal Charges	--	--	\$ 27,170.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 137,512.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 140,402.00
Discount	\$ 0.00
Total Amount Due	\$ 148,402.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 148,402.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
247940	126879 - RI-AMP-07-28-2017	ACTION INC.	\$ 148,402.00	Payment Complete	08/08/2017

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 127174 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	127174	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	08/18/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	RI-AMP-08-11-2017	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 29,801.00
8	Freezer Replacement/Removal Charges	--	--	\$ 1,500.00
9	AC Replacement/Removal Charges	--	--	\$ 8,580.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 1,683.34
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 41,544.34
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 44,734.34
Discount	\$ 0.00
Total Amount Due	\$ 44,734.34
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 44,734.34

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
248381	127174 - RI-AMP-08-11-2017	ACTION INC.	\$ 44,734.34	Payment Complete	08/18/2017	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 127736 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	127736	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	09/06/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	RI-AMP-08-2017	Payment Terms	No Discount - No Days
Vendor Invoice Date	08/30/2017	Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 133,569.00
8	Freezer Replacement/Removal Charges	--	--	\$ 5,603.00
9	AC Replacement/Removal Charges	--	--	\$ 30,343.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 169,835.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 169,835.00
Discount	\$ 0.00
Total Amount Due	\$ 169,835.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 169,835.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
249075	127736 - RI-AMP-08-2017	ACTION INC.	\$ 169,835.00	Payment Complete	09/06/2017	View

© 2022 Narragansett Electric Company

21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 128089 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	128089	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	09/16/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	RI-AMP-09-08-2017	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 82,541.00
8	Freezer Replacement/Removal Charges	--	--	\$ 2,444.00
9	AC Replacement/Removal Charges	--	--	\$ 7,193.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 145.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 72,323.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 77,103.00
Discount	\$ 0.00
Total Amount Due	\$ 77,163.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 77,163.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
249983		ACTION INC.	\$ 77,163.00	Payment Complete	09/16/2017 View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)

- [Tools](#)
- [Search](#)

View Invoice No. 128792 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	128792	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	10/11/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9945	Company ID	NECO
Vendor Invoice Number	RI-AMP-09-22-2017	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200217057
SAP Program			

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 149,372.00
8	Freezer Replacement/Removal Charges	--	--	\$ 9,234.00
9	AC Replacement/Removal Charges	--	--	\$ 42,749.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
15	Custom Work Orders Charges	--	--	\$ 165.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 201,540.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 216,915.00
Discount	\$ 0.00
Total Amount Due	\$ 216,915.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 216,915.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
251394	128792 - RI-AMP-09-22-2017	ACTION INC.	\$ 216,915.00	Payment Complete	10/11/2017

© 2022 Narragansett Electric Company
21 JUL 2022 REL

7/29/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 129211 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	129211
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-10-06-2017
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	
Invoice Status	Paid
Invoice Status Date	10/20/2017
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 20,298.00
8	Freezer Replacement/Removal Charges	\$ 1,295.00
9	AC Replacement/Removal Charges	\$ 5,504.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 1,099.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 1,307.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/IO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 1,290.00
Lead Agency Admin Charges	\$ 925.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 29,503.00
Additional Invoice Expenses	\$ 150.00
Total Invoice Amount	\$ 31,868.00
Discount	\$ 0.00
Total Amount Due	\$ 31,868.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 31,868.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
251947	129211 - RI-AMP-10-06-2017	ACTION INC.	\$ 31,868.00	Payment Complete	10/20/2017

© 2022 Narragansett Electric Company

7/29/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 129523 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	129523	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	11/03/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	RI-AMP-10-07-2017	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200217057
SAP Program			

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 50,777.00
8	Freezer Replacement/Removal Charges	\$ 3,448.00
9	AC Replacement/Removal Charges	\$ 17,145.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 508.58
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 1,669.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 3,300.00
Lead Agency Admin Charges	\$ 2,575.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 73,567.58
Additional Invoice Expenses	\$ 175.00
Total Invoice Amount	\$ 79,617.58
Discount	\$ 0.00
Total Amount Due	\$ 79,617.58
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 79,617.58

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
252718	129523 - RI-AMP-10-07-2017	ACTION INC.	\$ 79,617.58	Payment Complete	11/03/2017

© 2022 Narragansett Electric Company

7/29/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 130074 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	130074	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	11/15/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	RI-AMP-11-03-2017	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200217057
SAP Program			

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 26,057.00
8	Freezer Replacement/Removal Charges	\$ 450.00
9	AC Replacement/Removal Charges	\$ 3,788.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 3,045.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 1,350.00
Lead Agency Admin Charges	\$ 800.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 33,340.00
Additional Invoice Expenses	\$ 325.00
Total Invoice Amount	\$ 35,815.00
Discount	\$ 0.00
Total Amount Due	\$ 35,815.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 35,815.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
253412	130074 - RI-AMP-11-03-2017	ACTION INC.	\$ 35,815.00	Payment Complete	11/15/2017

© 2022 Narragansett Electric Company

7/29/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 130867 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	130867
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	MA-AMP-11-17-2017-3
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	
Invoice Status	Paid
Invoice Status Date	12/06/2017
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 144,441.00
8	Freezer Replacement/Removal Charges	\$ 8,464.00
9	AC Replacement/Removal Charges	\$ 39,134.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 145.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 76,394.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 11,700.00
Lead Agency Admin Charges	\$ 9,750.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 268,578.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 290,028.00
Discount	\$ 0.00
Total Amount Due	\$ 290,028.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 290,028.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
254567	Invoice No. 130867 Action RI APPLIANCES 290,028.00	ACTION INC.	\$ 290,028.00	Payment Complete	12/06/2017

© 2022 Narragansett Electric Company

7/29/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 131146 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	131146	Invoice Status	Paid
Vendor Number	100002026	Invoice Status Date	12/14/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	RI-AMP-12-01-2017	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200217057
SAP Program			

Invoice Detail (2 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 64,886.00
8	Freezer Replacement/Removal Charges	\$ 3,068.00
9	AC Replacement/Removal Charges	\$ 11,811.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 421.25
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 16,251.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,050.00
Lead Agency Admin Charges	\$ 3,375.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 98,437.25
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 103,862.25
Discount	\$ 0.00
Total Amount Due	\$ 103,862.25
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 103,862.25

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
255316	131146 - RI-AMP-12-01-2017	ACTION INC.	\$ 103,862.25	Payment Complete	12/14/2017

© 2022 Narragansett Electric Company

7/29/2022

View Invoice


Demand Side Management

[Home](#)

[DSM Delivery](#)
[Tools](#)
[Search](#)

View Invoice No. 131913 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	131913	Invoice Status	PAID
Vendor Number	1000002026	Invoice Status Date	12/27/2017
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	RI-AMP-12-15-2017	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200217057
SAP Program			

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation Charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 81,369.00
8	Freezer Replacement/Removal Charges	\$ 3,683.00
9	AC Replacement/Removal Charges	\$ 16,645.00
10	AC Water Box Replacement Charges	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 36,092.00

Charges Summary	
Local Agency Technical Oversight (15% Wx/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wx/HS, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,850.00
Lead Agency Admin Charges	\$ 4,875.00
Lead Agency Marketing Charge	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 137,789.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 148,514.00
Discount	\$ 0.00
Total Amount Due	\$ 148,514.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 148,514.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
256319	131913 - RI-AMP-12-15-2017	ACTION INC.	\$ 148,514.00	Payment Complete	12/27/2017

© 2022 Narragansett Electric Company
21 JUL 2022 REL

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 132338 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	132338
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-12-29-2017
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	
Invoice Status	Paid
Invoice Status Date	01/12/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (2 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 79,748.00
8	Freezer Replacement/Removal Charges	\$ 8,913.00
9	AC Replacement/Removal Charges	\$ 14,670.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 2,898.37
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 16,820.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.0
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.0
Lead Appliance Vendor Admin Charges	\$ 5,220.00
Lead Agency Admin Charges	\$ 4,350.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 123,049.37
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 132,619.37
Discount	\$ 0.00
Total Amount Due	\$ 132,619.37
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 132,619.37

Saving Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
257552	132338 - RI-AMP-12-29-2017	ACTION INC.	\$ 132,619.37	Payment Complete	01/12/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 132807 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	132807
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-01-12-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	
Invoice Status	Paid
Invoice Status Date	01/19/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 19,197.00
8	Freezer Replacement/Removal Charges	\$ 1,964.00
9	AC Replacement/Removal Charges	\$ 6,531.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 1,140.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 10,013.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 1,830.00
Lead Agency Admin Charges	\$ 1,525.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 38,845.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 42,200.00
Discount	\$ 0.00
Total Amount Due	\$ 42,200.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 42,200.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
257947	132807 - RI-AMP-01-12-2018	ACTION INC.	\$ 42,200.00	Payment Complete	01/19/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 133153 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	133153
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-01-26-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	
Invoice Status	Paid
Invoice Status Date	02/03/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 91,107.00
8	Freezer Replacement/Removal Charges	\$ 3,065.00
9	AC Replacement/Removal Charges	\$ 8,148.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 388.16
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 28,966.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 3,930.00
Lead Agency Admin Charges	\$ 3,275.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 91,874.16
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 98,879.16
Discount	\$ 0.00
Total Amount Due	\$ 98,879.16
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 98,879.16

Saving Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
258521	133153 - RI-AMP-01-26-2018	ACTION INC.	\$ 98,879.16	Payment Complete	02/03/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 133641 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	133641
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-02-09-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	
Invoice Status	Paid
Invoice Status Date	02/16/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 137,505.00
8	Freezer Replacement/Removal Charges	\$ 12,185.00
9	AC Replacement/Removal Charges	\$ 16,499.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 45,469.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 8,155.00
Lead Agency Admin Charges	\$ 6,925.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 211,658.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 226,738.00
Discount	\$ 0.00
Total Amount Due	\$ 226,738.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 226,738.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
259264	133641 - RI-AMP-02-09-2018	ACTION INC.	\$ 226,738.00	Payment Complete	02/16/2018	View

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 134078 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	134078
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-02-23-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	
Invoice Status	Paid
Invoice Status Date	03/03/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 81,416.00
8	Freezer Replacement/Removal Charges	\$ 4,637.00
9	AC Replacement/Removal Charges	\$ 16,374.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 43,647.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 6,375.00
Lead Agency Admin Charges	\$ 5,450.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 146,074.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 157,899.00
Discount	\$ 0.00
Total Amount Due	\$ 157,899.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 157,899.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
259610	134078 - RI-AMP-02-23-2018	ACTION INC.	\$ 157,899.00	Payment Complete	03/03/2018	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 134521 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	134521
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-03-19-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	
Invoice Status	Paid
Invoice Status Date	03/20/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 41,864.00
8	Freezer Replacement/Removal Charges	\$ 2,674.00
9	AC Replacement/Removal Charges	\$ 6,164.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 23,749.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 3,190.00
Lead Agency Admin Charges	\$ 2,725.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 74,451.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 80,366.00
Discount	\$ 0.00
Total Amount Due	\$ 80,366.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 80,366.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
260902	134521 - RI-AMP-03-19-2018	ACTION INC.	\$ 80,366.00	Payment Complete	03/20/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 134924 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information		Invoice Status	
Invoice Number	134924	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	04/04/2018
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	RI-AMP-03-23-2018	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200217057
SAP Program			

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 80,073.00
8	Freezer Replacement/Removal Charges	\$ 4,689.00
9	AC Replacement/Removal Charges	\$ 8,062.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 1,150.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 51,910.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,950.00
Lead Agency Admin Charges	\$ 5,025.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 145,884.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 156,859.00
Discount	\$ 0.00
Total Amount Due	\$ 156,859.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 156,859.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
261514	134924 - RI-AMP-03-23-2018	ACTION INC.	\$ 156,859.00	Payment Complete	04/04/2018	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 135646 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	135646
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-04-05-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	
Invoice Status	Paid
Invoice Status Date	04/17/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 114,277.00
8	Freezer Replacement/Removal Charges	\$ 3,189.00
9	AC Replacement/Removal Charges	\$ 13,952.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 645.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 25,741.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 6,685.00
Lead Agency Admin Charges	\$ 5,700.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 157,804.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 170,189.00
Discount	\$ 0.00
Total Amount Due	\$ 170,189.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 170,189.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
262412	135646 - RI-AMP-04-05-2018	ACTION INC.	\$ 170,189.00	Payment Complete	04/17/2018	View

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 136021 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	136021
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-04-20-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	04/25/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217007

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 89,107.00
8	Freezer Replacement/Removal Charges	\$ 4,713.00
9	AC Replacement/Removal Charges	\$ 13,318.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 945.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 10,946.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.0
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.0
Lead Appliance Vendor Admin Charges	\$ 4,925.00
Lead Agency Admin Charges	\$ 4,200.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 129,029.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 138,154.00
Discount	\$ 0.00
Total Amount Due	\$ 138,154.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 138,154.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
262656	136021 - RI-AMP-04-20-2018	ACTION INC.	\$ 138,154.00	Payment Complete	04/25/2018	View

© 2022 Narragansett Electric Company

21 JUL 2022 REL

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 136450 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	136450
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-05-4-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	05/10/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 77,927.00
8	Freezer Replacement/Removal Charges	\$ 5,734.00
9	AC Replacement/Removal Charges	\$ 15,852.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 22,672.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/IO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,215.00
Lead Agency Admin Charges	\$ 4,425.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 122,185.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 131,825.00
Discount	\$ 0.00
Total Amount Due	\$ 131,825.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 131,825.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
264339	136450 - RI-AMP-05-4-2018	ACTION INC.	\$ 131,825.00	Payment Complete	05/10/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 137142 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	137142
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-05-18-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	06/05/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 82,711.00
8	Freezer Replacement/Removal Charges	\$ 2,090.00
9	AC Replacement/Removal Charges	\$ 8,906.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 79,485.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 6,150.00
Lead Agency Admin Charges	\$ 5,175.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 143,192.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 154,517.00
Discount	\$ 0.00
Total Amount Due	\$ 154,517.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 154,517.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
268214	137142 - RI-AMP-05-18-2018	ACTION INC.	\$ 154,517.00	Payment Complete	06/05/2018	View

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 137436 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	137436
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-06-01-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	06/13/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 42,107.00
8	Freezer Replacement/Removal Charges	\$ 915.00
9	AC Replacement/Removal Charges	\$ 4,952.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 25,678.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 3,140.00
Lead Agency Admin Charges	\$ 2,650.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 73,852.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 79,442.00
Discount	\$ 0.00
Total Amount Due	\$ 79,442.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 79,442.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
267093	137436 - RI-AMP-06-01-2018	ACTION INC.	\$ 79,442.00	Payment Complete	06/13/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 138038 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	138038
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-06-15-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	06/23/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 84,016.00
8	Freezer Replacement/Removal Charges	\$ 5,463.00
9	AC Replacement/Removal Charges	\$ 29,104.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 1,285.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 59,041.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 8,840.00
Lead Agency Admin Charges	\$ 7,475.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 188,909.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 205,224.00
Discount	\$ 0.00
Total Amount Due	\$ 205,224.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 205,224.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
267522	138038 - RI-AMP-06-15-2018	ACTION INC.	\$ 205,224.00	Payment Complete	06/23/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 138763 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	138763
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-06-29-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	07/13/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 77,586.00
8	Freezer Replacement/Removal Charges	\$ 5,313.00
9	AC Replacement/Removal Charges	\$ 22,654.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 206.41
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 47,879.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 7,515.00
Lead Agency Admin Charges	\$ 6,350.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 153,638.41
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 167,503.41
Discount	\$ 0.00
Total Amount Due	\$ 167,503.41
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 167,503.41

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
268508	138763 - RI-AMP-06-29-2018	ACTION INC.	\$ 167,503.41	Payment Complete	07/13/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 138955 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	138955
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-07-13-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	07/19/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 41,385.00
8	Freezer Replacement/Removal Charges	\$ 450.00
9	AC Replacement/Removal Charges	\$ 10,474.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 315.43
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 20,158.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.0
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.0
Lead Appliance Vendor Admin Charges	\$ 3,495.00
Lead Agency Admin Charges	\$ 3,000.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 72,782.43
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 79,277.43
Discount	\$ 0.00
Total Amount Due	\$ 79,277.43
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 79,277.43

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
268693	138955 - RI-AMP-07-13-2018	ACTION INC.	\$ 79,277.43	Payment Complete	07/19/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 139402 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	139402
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-07-27-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	08/09/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 50,952.00
8	Freezer Replacement/Removal Charges	\$ 7,530.00
9	AC Replacement/Removal Charges	\$ 13,373.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 216.37
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 35,650.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,060.00
Lead Agency Admin Charges	\$ 4,300.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 107,721.37
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 117,081.37
Discount	\$ 0.00
Total Amount Due	\$ 117,081.37
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 117,081.37

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
269677	139402 - RI-AMP-07-27-2018	ACTION INC.	\$ 117,081.37	Payment Complete	08/09/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 140011 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	140011
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-08-10-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	08/21/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 17,660.00
8	Freezer Replacement/Removal Charges	\$ 1,550.00
9	AC Replacement/Removal Charges	\$ 8,719.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 8,194.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/IO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,025.00
Lead Agency Admin Charges	\$ 1,750.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 38,123.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 39,898.00
Discount	\$ 0.00
Total Amount Due	\$ 39,898.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 39,898.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
270195	140011 - RI-AMP-08-10-2018	ACTION INC.	\$ 39,898.00	Payment Complete	08/21/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 140629 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	140629
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-08-24-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	09/06/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 111,185.00
8	Freezer Replacement/Removal Charges	\$ 5,144.00
9	AC Replacement/Removal Charges	\$ 36,419.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 175.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 32,020.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 8,695.00
Lead Agency Admin Charges	\$ 7,300.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 184,943.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 200,938.00
Discount	\$ 0.00
Total Amount Due	\$ 200,938.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 200,938.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
271166	140629 - RI-AMP-08-24-2018	ACTION INC.	\$ 200,938.00	Payment Complete	09/06/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 141013 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	141013
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-09-07-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	09/19/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217007

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 42,028.00
8	Freezer Replacement/Removal Charges	\$ 2,074.00
9	AC Replacement/Removal Charges	\$ 24,454.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 145.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 25,106.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,935.00
Lead Agency Admin Charges	\$ 4,125.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 93,807.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 102,867.00
Discount	\$ 0.00
Total Amount Due	\$ 102,867.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 102,867.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
271925	141013 - RI-AMP-09-07-2018	ACTION INC.	\$ 102,867.00	Payment Complete	09/19/2018	View

© 2022 Narragansett Electric Company
21 JUL 2022 REL

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 141786 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	141786
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-09-21-2018-2
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	10/06/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 44,987.00
8	Freezer Replacement/Removal Charges	\$ 2,034.00
9	AC Replacement/Removal Charges	\$ 26,197.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 19,774.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,885.00
Lead Agency Admin Charges	\$ 4,100.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 92,992.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 101,977.00
Discount	\$ 0.00
Total Amount Due	\$ 101,977.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 101,977.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
272997	141786 - RI-AMP-09-21-2018-2	ACTION INC.	\$ 101,977.00	Payment Complete	10/06/2018	View

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 142173 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	142173
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-10-05-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	10/19/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217007

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 83,811.00
8	Freezer Replacement/Removal Charges	\$ 4,817.00
9	AC Replacement/Removal Charges	\$ 38,354.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 2,153.49
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 35,290.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/IO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 8,435.00
Lead Agency Admin Charges	\$ 7,150.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 184,225.49
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 179,810.49
Discount	\$ 0.00
Total Amount Due	\$ 179,810.49
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 179,810.49

Saving Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
273523	142173 - RI-AMP-10-05-2018	ACTION INC.	\$ 179,810.49	Payment Complete	10/19/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 142736 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	142736
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-10-06-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	11/07/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 2,200.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 1,547.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 714.99
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 0.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 180.00
Lead Agency Admin Charges	\$ 150.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 4,461.99
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 4,791.99
Discount	\$ 0.00
Total Amount Due	\$ 4,791.99
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 4,791.99

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
274659	142736 - RI-AMP-10-06-2018	ACTION INC.	\$ 4,791.99	Payment Complete	11/07/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 142867 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	142867
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-11-02-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	11/10/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 82,621.00
8	Freezer Replacement/Removal Charges	\$ 5,639.00
9	AC Replacement/Removal Charges	\$ 39,835.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 422.11
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 38,696.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 8,290.00
Lead Agency Admin Charges	\$ 6,950.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 167,413.11
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 167,413.11
Discount	\$ 0.00
Total Amount Due	\$ 167,413.11
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 167,413.11

Saving Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
274611	142867 - RI-AMP-11-02-2018	ACTION INC.	\$ 182,853.11	Payment Complete	11/10/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 143495 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	143495
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-11-16-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	11/28/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217007

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 108,976.00
8	Freezer Replacement/Removal Charges	\$ 5,955.00
9	AC Replacement/Removal Charges	\$ 52,813.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 29,924.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 10,670.00
Lead Agency Admin Charges	\$ 8,975.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 197,668.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 217,313.00
Discount	\$ 0.00
Total Amount Due	\$ 217,313.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 217,313.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
275530	143495-RI-AMP-11-16-2018	ACTION INC.	\$ 217,313.00	Payment Complete	11/28/2018

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 143781 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	143781
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-11-30-2018
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	12/11/2018
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 48,827.00
8	Freezer Replacement/Removal Charges	\$ 450.00
9	AC Replacement/Removal Charges	\$ 7,150.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 14,225.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,875.00
Lead Agency Admin Charges	\$ 2,400.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 70,852.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 75,927.00
Discount	\$ 0.00
Total Amount Due	\$ 75,927.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 75,927.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
278429	143781 - RI-AMP-11-30-2018	ACTION INC.	\$ 75,927.00	Payment Complete	12/11/2018

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 145182 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	145182	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	01/08/2019
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	RI-AMP-12-28-2018	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	9300217057
SAP Program	Single family Income Eligible Services		

Invoice Detail (2 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 128,613.00
8	Freezer Replacement/Removal Charges	--	--	\$ 7,797.00
9	AC Replacement/Removal Charges	--	--	\$ 50,959.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 3,595.24
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 90,170.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 251,134.24
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 274,064.24
Discount	\$ 0.00
Total Amount Due	\$ 274,064.24
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 274,064.24

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
278364	145182 - RI-AMP-12-28-2018	ACTION INC.	\$ 274,064.24	Payment Complete	01/08/2019	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 145212 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	145212
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-12-28-2018-2
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	01/08/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 14,667.00
8	Freezer Replacement/Removal Charges	\$ 1,220.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 10,425.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 1,055.00
Lead Agency Admin Charges	\$ 900.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 28,312.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 28,267.00
Discount	\$ 0.00
Total Amount Due	\$ 28,267.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 28,267.00

Saving Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
278366	145212 - RI-AMP-12-28-2018-2	ACTION INC.	\$ 28,267.00	Payment Complete	01/08/2019

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 145812 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	145812
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-01-11-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	01/25/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217007

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 101,639.00
8	Freezer Replacement/Removal Charges	\$ 3,325.00
9	AC Replacement/Removal Charges	\$ 3,250.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 394.09
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 20,841.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.0
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.0
Lead Appliance Vendor Admin Charges	\$ 4,200.00
Lead Agency Admin Charges	\$ 3,575.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 129,449.09
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 137,224.09
Discount	\$ 0.00
Total Amount Due	\$ 137,224.09
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 137,224.09

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
279353	145812 - RI-AMP-01-11-2019	ACTION INC.	\$ 137,224.09	Payment Complete	01/25/2019

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 146040 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	146040
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-01-25-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	02/05/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 62,242.00
8	Freezer Replacement/Removal Charges	\$ 5,930.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 14,311.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,670.00
Lead Agency Admin Charges	\$ 2,275.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 82,463.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 87,428.00
Discount	\$ 0.00
Total Amount Due	\$ 87,428.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 87,428.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
279657	146040 - RI-AMP-01-25-2019	ACTION INC.	\$ 87,428.00	Payment Complete	02/05/2019

© 2022 Narragansett Electric Company 21 JUL 2022 REL

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 146131 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	146131
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-01-31-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	02/07/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 4,581.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 31,942.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 9,731.00

Charges Summary

Local Agency Technical Oversight (15% W/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% W/HS, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 3,420.00
Lead Agency Admin Charges	\$ 2,850.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 48,254.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 52,524.00
Discount	\$ 0.00
Total Amount Due	\$ 52,524.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 52,524.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
280089	146131 - RI-AMP-01-31-2019	ACTION INC.	\$ 52,524.00	Payment Complete	02/07/2019

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 146607 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	146607
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-02-08-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	02/23/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 82,324.00
8	Freezer Replacement/Removal Charges	\$ 3,223.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 57,149.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/IO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,775.00
Lead Agency Admin Charges	\$ 4,000.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 142,696.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 151,471.00
Discount	\$ 0.00
Total Amount Due	\$ 151,471.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 151,471.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
280631	146607 - RI-AMP-02-08-2019	ACTION INC.	\$ 151,471.00	Payment Complete	02/23/2019	View

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 147067 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	147067
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-02-22-2019-2
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	03/07/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 83,266.00
8	Freezer Replacement/Removal Charges	\$ 7,755.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 22,672.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 3,870.00
Lead Agency Admin Charges	\$ 3,300.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 113,693.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 120,863.00
Discount	\$ 0.00
Total Amount Due	\$ 120,863.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 120,863.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
281352	147067 - RI-AMP-02-22-2019-2	ACTION INC.	\$ 120,863.00	Payment Complete	03/07/2019

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 147305 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	147305
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-03-08-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	03/20/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 2,895.00
8	Freezer Replacement/Removal Charges	\$ 1,943.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 1,945.84
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 23,247.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,455.00
Lead Agency Admin Charges	\$ 2,075.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 80,030.84
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 84,560.84
Discount	\$ 0.00
Total Amount Due	\$ 84,560.84
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 84,560.84

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
281792	147305 - RI-AMP-03-08-2019	ACTION INC.	\$ 84,560.84	Payment Complete	03/20/2019

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 147373 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	147373
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-PC-AMP-03-13-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	03/20/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217007

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 0.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 10,594.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 0.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/IO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 720.00
Lead Agency Admin Charges	\$ 600.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 10,594.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 11,914.00
Discount	\$ 0.00
Total Amount Due	\$ 11,914.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 11,914.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
281791	147373 - RI-PC-AMP-03-13-2019	ACTION INC.	\$ 11,914.00	Payment Complete	03/20/2019

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 147883 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	147883
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-03-22-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	04/03/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 70,166.00
8	Freezer Replacement/Removal Charges	\$ 4,050.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 139.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 29,335.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 3,315.00
Lead Agency Admin Charges	\$ 2,775.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 103,690.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 109,780.00
Discount	\$ 0.00
Total Amount Due	\$ 109,780.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 109,780.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
282247	147883 - RI-AMP-03-22-2019	ACTION INC.	\$ 109,780.00	Payment Complete	04/03/2019	View

© 2022 Narragansett Electric Company

21 JUL 2022 REL

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 148096 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	148096
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-04-01-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	04/10/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 0.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 26,866.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 0.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 1,740.00
Lead Agency Admin Charges	\$ 1,450.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 28,866.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 30,056.00
Discount	\$ 0.00
Total Amount Due	\$ 30,056.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 30,056.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
282875	148096 - PC-RI-AMP-04-01-2019	ACTION INC.	\$ 30,056.00	Payment Complete	04/10/2019

© 2022 Narragansett Electric Company 21 JUL 2022 REL

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 148355 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	148355
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-04-05-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	04/18/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217057

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 41,803.00
8	Freezer Replacement/Removal Charges	\$ 2,512.00
9	AC Replacement/Removal Charges	\$ 16,400.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 14,649.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/IO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 3,270.00
Lead Agency Admin Charges	\$ 2,800.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 75,364.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 81,434.00
Discount	\$ 0.00
Total Amount Due	\$ 81,434.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 81,434.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
283193	148355 - RI-AMP-04-05-2019	ACTION INC.	\$ 81,434.00	Payment Complete	04/18/2019

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 149037 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	149037
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-04-19-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	04/26/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200217007

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 78,473.00
8	Freezer Replacement/Removal Charges	\$ 1,193.00
9	AC Replacement/Removal Charges	\$ 360.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 22,507.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 3,370.00
Lead Agency Admin Charges	\$ 2,850.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 102,533.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 108,753.00
Discount	\$ 0.00
Total Amount Due	\$ 108,753.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 108,753.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
283915	149037 - RI-AMP-04-19-2019	ACTION INC.	\$ 108,753.00	Payment Complete	04/26/2019

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 151472 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	151472
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-05-03-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	05/22/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 100,702.00
8	Freezer Replacement/Removal Charges	\$ 3,641.00
9	AC Replacement/Removal Charges	\$ 12,400.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 347.13
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 46,131.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 6,060.00
Lead Agency Admin Charges	\$ 5,200.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 163,221.13
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 174,481.13
Discount	\$ 0.00
Total Amount Due	\$ 174,481.13
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 174,481.13

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
287259	151472 - RI-AMP-05-03-2019	ACTION INC.	\$ 174,481.13	Payment Complete	05/22/2019	View

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 153173 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	153173
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-05-17-19
Vendor Invoice Date	05/17/2019
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	06/05/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 23,167.00
8	Freezer Replacement/Removal Charges	\$ 1,436.00
9	AC Replacement/Removal Charges	\$ 62,120.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 3,737.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,035.00
Lead Agency Admin Charges	\$ 4,200.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 90,460.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 99,695.00
Discount	\$ 0.00
Total Amount Due	\$ 99,695.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 99,695.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
288103	153173 - RI-AMP-05-17-19	ACTION INC.	\$ 99,695.00	Payment Complete	06/05/2019

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 154373 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	154373
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-05-31-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	06/12/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 41,779.00
8	Freezer Replacement/Removal Charges	\$ 3,547.00
9	AC Replacement/Removal Charges	\$ 11,530.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 593.08
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 16,031.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,730.00
Lead Agency Admin Charges	\$ 2,300.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 73,480.08
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 78,510.08
Discount	\$ 0.00
Total Amount Due	\$ 78,510.08
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 78,510.08

Saving Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
289915	154373 - RI-AMP-05-31-2019	ACTION INC.	\$ 78,510.08	Payment Complete	06/12/2019

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 156145 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	156145
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-06-14-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	06/26/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (2 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 61,095.00
8	Freezer Replacement/Removal Charges	\$ 5,115.00
9	AC Replacement/Removal Charges	\$ 9,485.00
10	AC Water Bad Replacement Charge	\$ 600.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 34,384.00

Charges Summary	
Local Agency Technical Oversight (15% W/HS, 7.5% Maj/Repair)	\$ 0.0
Local Agency Admin Charges (5% W/HS, 2.5% Maj/Repair)	\$ 0.0
Lead Appliance Vendor Admin Charges	\$ 4,480.00
Lead Agency Admin Charges	\$ 3,850.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 110,679.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 119,009.00
Discount	\$ 0.00
Total Amount Due	\$ 119,009.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 119,009.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
291576	156145 - RI-AMP-06-14-2019	ACTION INC.	\$ 119,009.00	Payment Complete	06/26/2019

© 2022 Narragansett Electric Company 21 JUL 2022 REL

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 158792 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	158792
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-06-28-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	07/13/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 50,090.00
8	Freezer Replacement/Removal Charges	\$ 3,202.00
9	AC Replacement/Removal Charges	\$ 85,170.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 20,611.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 8,745.00
Lead Agency Admin Charges	\$ 7,350.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 159,073.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 175,168.00
Discount	\$ 0.00
Total Amount Due	\$ 175,168.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 175,168.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
293742	158792 - RI-AMP-06-28-2019	ACTION INC.	\$ 175,168.00	Payment Complete	07/13/2019

© 2022 Narragansett Electric Company

7/31/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 159234 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	159234
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-07-12-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	07/18/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 20,452.00
8	Freezer Replacement/Removal Charges	\$ 1,298.00
9	AC Replacement/Removal Charges	\$ 12,260.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 155.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 4,732.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 1,670.00
Lead Agency Admin Charges	\$ 1,400.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 38,897.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 41,967.00
Discount	\$ 0.00
Total Amount Due	\$ 41,967.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 41,967.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
294118	159234 - RI-AMP-07-12-2019	ACTION INC.	\$ 41,967.00	Payment Complete	07/18/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 159432 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	159432
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-07-15-2019-PC
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	08/06/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 25,253.00
8	Freezer Replacement/Removal Charges	\$ 1,624.00
9	AC Replacement/Removal Charges	\$ 15,960.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 10,576.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,550.00
Lead Agency Admin Charges	\$ 2,150.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 53,413.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 58,113.00
Discount	\$ 0.00
Total Amount Due	\$ 58,113.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 58,113.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
296096	Invoice 159432 RI Appliances	ACTION INC.	\$ 58,113.00	Payment Complete	08/06/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 161720 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	161720
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-07-26-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	08/06/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 27,106.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 59,480.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 4,470.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/IO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,630.00
Lead Agency Admin Charges	\$ 4,700.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 91,056.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 101,386.00
Discount	\$ 0.00
Total Amount Due	\$ 101,386.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 101,386.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
295930	RI AMP Appliance Invoice 161720	ACTION INC.	\$ 101,386.00	Payment Complete	08/06/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 163072 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	163072
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-07-26-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	08/27/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 47,958.00
8	Freezer Replacement/Removal Charges	\$ 974.00
9	AC Replacement/Removal Charges	\$ 48,820.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 22,249.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 6,120.00
Lead Agency Admin Charges	\$ 5,150.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 120,001.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 131,271.00
Discount	\$ 0.00
Total Amount Due	\$ 131,271.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 131,271.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
288634	Invoice 163072 Action RI Appliances \$131,271.00	ACTION INC.	\$ 131,271.00	Payment Complete	08/27/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 163535 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	163535	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	08/23/2019
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	RI-AMP-08-09-2019	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 5,867.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 2,322.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 240.00
Lead Agency Admin Charges	\$ 200.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 8,189.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 8,829.00
Discount	\$ 0.00
Total Amount Due	\$ 8,829.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 8,829.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
298627	Inv 163535 RI AMP Appliances \$8,829.00	ACTION INC.	\$ 8,829.00	Payment Complete	08/23/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 164276 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	164276
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-PC-AMP-08-09-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	08/23/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 28,373.00
8	Freezer Replacement/Removal Charges	\$ 1,594.00
9	AC Replacement/Removal Charges	\$ 39,565.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 11,388.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,445.00
Lead Agency Admin Charges	\$ 3,725.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 89,920.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 89,920.00
Discount	\$ 0.00
Total Amount Due	\$ 89,920.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 89,920.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
288624	Invoice 164276 AMP RI Appliance \$89,090.00	ACTION INC.	\$ 89,090.00	Payment Complete	08/23/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 165793 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	165793
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-08-23-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	09/18/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 26,390.00
8	Freezer Replacement/Removal Charges	\$ 325.00
9	AC Replacement/Removal Charges	\$ 2,210.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 4,475.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 1,135.00
Lead Agency Admin Charges	\$ 975.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 33,400.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 35,510.00
Discount	\$ 0.00
Total Amount Due	\$ 35,510.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 35,510.00

Saving Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
301185	Action RI Appliance Invoice No. 165793 \$35,510.00	ACTION INC.	\$ 35,510.00	Payment Complete	09/18/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 165956 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	165956
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-PC-AMP-08-23-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	09/18/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 19,224.00
8	Freezer Replacement/Removal Charges	\$ 1,204.00
9	AC Replacement/Removal Charges	\$ 21,250.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 10,393.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,680.00
Lead Agency Admin Charges	\$ 2,250.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 52,071.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 57,001.00
Discount	\$ 0.00
Total Amount Due	\$ 57,001.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 57,001.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
301180	Action RI Appliance Invoice No. 165956 \$57,001.00	ACTION INC.	\$ 57,001.00	Payment Complete	09/18/2019

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 167253 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	167253	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	09/26/2019
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	RI-AMP-09-06-2019	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	3200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 4,559.00
8	Freezer Replacement/Removal Charges	--	--	\$ 781.00
9	AC Replacement/Removal Charges	--	--	\$ 3,400.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 1,443.13
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 2,150.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 12,339.13
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 13,374.13
Discount	\$ 0.00
Total Amount Due	\$ 13,374.13
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 13,374.13

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
301885	Action RI Appliance Invoice No. 167253 \$13,374.13	ACTION INC.	\$ 13,374.13	Payment Complete	09/26/2019	View

© 2022 Narragansett Electric Company

21 JUL 2022 REL

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 167533 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	167533
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-09-06-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	09/28/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 27,016.00
8	Freezer Replacement/Removal Charges	\$ 3,800.00
9	AC Replacement/Removal Charges	\$ 17,760.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 13,688.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,850.00
Lead Agency Admin Charges	\$ 2,400.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 62,264.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 67,514.00
Discount	\$ 0.00
Total Amount Due	\$ 67,514.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 67,514.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
301863	Action RI Appliance Invoice No. 167533 \$67,514.00	ACTION INC.	\$ 67,514.00	Payment Complete	09/28/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 168900 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	168900
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-09-20-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	10/23/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 21,616.00
8	Freezer Replacement/Removal Charges	\$ 975.00
9	AC Replacement/Removal Charges	\$ 19,960.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 1,748.92
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 8,940.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,590.00
Lead Agency Admin Charges	\$ 2,175.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 53,239.92
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 58,004.92
Discount	\$ 0.00
Total Amount Due	\$ 58,004.92
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 58,004.92

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
304037	Action RI AMP Appliances Invoice No. 168900 \$58,004.92	ACTION INC.	\$ 58,004.92	Payment Complete	10/23/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 168999 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	168999
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-PC-09-20-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	10/22/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 31,178.00
8	Freezer Replacement/Removal Charges	\$ 2,777.00
9	AC Replacement/Removal Charges	\$ 31,545.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 13,167.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,035.00
Lead Agency Admin Charges	\$ 3,400.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 78,667.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 86,102.00
Discount	\$ 0.00
Total Amount Due	\$ 86,102.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 86,102.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
303940	Action RI AMP Appliance Invoice No. 168999 \$86,102.00	ACTION INC.	\$ 86,102.00	Payment Complete	10/22/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 169364 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	169364
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-10-04-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	10/23/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 847.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 2,310.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 1,253.97
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 1,691.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 295.00
Lead Agency Admin Charges	\$ 250.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 6,101.97
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 6,846.97
Discount	\$ 0.00
Total Amount Due	\$ 6,846.97
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 6,846.97

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
304038	Action RI Appliance Invoice No. 169364 \$6,846.97	ACTION INC.	\$ 6,846.97	Payment Complete	10/23/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 169686 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	169686
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	MA-PC-AMP-10-04-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	10/23/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 67,336.00
8	Freezer Replacement/Removal Charges	\$ 3,381.00
9	AC Replacement/Removal Charges	\$ 46,995.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 20,333.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 6,380.00
Lead Agency Admin Charges	\$ 5,375.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 138,045.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 149,800.00
Discount	\$ 0.00
Total Amount Due	\$ 149,800.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 149,800.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
304045	Action RI Appliance Invoice No. 169686 \$149,800.00	ACTION INC.	\$ 149,800.00	Payment Complete	10/23/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 170117 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	170117
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-10-18-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	11/23/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 1,430.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 720.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 1,526.98
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 682.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/IO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 120.00
Lead Agency Admin Charges	\$ 100.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 4,358.98
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 4,358.98
Discount	\$ 0.00
Total Amount Due	\$ 4,358.98
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 4,358.98

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
307678	Action RI Appliances Invoice No. 170117 \$4,578.98	ACTION INC.	\$ 4,578.98	Payment Complete	11/23/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 170740 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	170740	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	11/23/2019
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-10-18-2019	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 44,367.00
8	Freezer Replacement/Removal Charges	\$ 3,068.00
9	AC Replacement/Removal Charges	\$ 31,310.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 14,232.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,325.00
Lead Agency Admin Charges	\$ 3,650.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 92,977.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 100,952.00
Discount	\$ 0.00
Total Amount Due	\$ 100,952.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 100,952.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
307679	Action RI Appliances Invoice No. 170740 \$100,952.00	ACTION INC.	\$ 100,952.00	Payment Complete	11/23/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 171211 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	171211
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-11-01-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	11/23/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 0.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 820.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 407.92
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 0.00

Charges Summary

Local Agency Technical Oversight (15% Wx/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wx/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 80.00
Lead Agency Admin Charges	\$ 50.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 1,227.92
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 1,337.92
Discount	\$ 0.00
Total Amount Due	\$ 1,337.92
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 1,337.92

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
307682	Action RI Appliances Invoice No. 171211 \$1,337.92	ACTION INC.	\$ 1,337.92	Payment Complete	11/23/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 171935 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	171935
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-11-01-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	11/20/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 31,120.00
8	Freezer Replacement/Removal Charges	\$ 1,919.00
9	AC Replacement/Removal Charges	\$ 35,475.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 15,028.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,335.00
Lead Agency Admin Charges	\$ 3,625.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 83,542.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 91,502.00
Discount	\$ 0.00
Total Amount Due	\$ 91,502.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 91,502.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
307274	Action RI Appliance Invoice No. 171935 91,502.00	ACTION INC.	\$ 91,502.00	Payment Complete	11/20/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 173290 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	173290
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-11-15-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	12/07/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (2 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 204,045.00
8	Freezer Replacement/Removal Charges	\$ 9,349.00
9	AC Replacement/Removal Charges	\$ 135,620.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 294.08
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 78,363.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 19,635.00
Lead Agency Admin Charges	\$ 16,525.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 427,671.08
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 463,831.08
Discount	\$ 0.00
Total Amount Due	\$ 463,831.08
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 463,831.08

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
308798	Action AMP RI Appliance Invoice No. 173290 \$463,831.08	ACTION INC.	\$ 463,831.08	Payment Complete	12/07/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 174123 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	174123
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-PC-11-29-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	12/14/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 279,690.00
8	Freezer Replacement/Removal Charges	\$ 14,521.00
9	AC Replacement/Removal Charges	\$ 130,260.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 67,108.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 21,355.00
Lead Agency Admin Charges	\$ 18,075.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 491,579.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 531,009.00
Discount	\$ 0.00
Total Amount Due	\$ 531,009.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 531,009.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
309313	Action RI AMP Appliance Invoice No. 174123 \$531,009.00	ACTION INC.	\$ 531,009.00	Payment Complete	12/14/2019	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 174346 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	174346
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-PC-AMP-12-13-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	12/19/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 67,979.00
8	Freezer Replacement/Removal Charges	\$ 3,399.00
9	AC Replacement/Removal Charges	\$ 32,895.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 24,187.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,825.00
Lead Agency Admin Charges	\$ 4,925.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 128,460.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 139,210.00
Discount	\$ 0.00
Total Amount Due	\$ 139,210.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 139,210.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
309603	174346_ACTION_RI_Appliance \$ 139,210.00	ACTION INC.	\$ 139,210.00	Payment Complete	12/19/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 174334 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	174334
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-12-13-2019
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	12/19/2019
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 1,040.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 3,815.07
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 335.00

Charges Summary	
Local Agency Technical Oversight (15% Wk/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wk/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 55.00
Lead Agency Admin Charges	\$ 50.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 5,190.07
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 5,295.07
Discount	\$ 0.00
Total Amount Due	\$ 5,295.07
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 5,295.07

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
309605	174334_ACTION_RI_Appliance \$ 5,295.07	ACTION INC.	\$ 5,295.07	Payment Complete	12/19/2019

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 174950 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	174950	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	01/11/2020
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-12-27-2019	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 64,305.00
8	Freezer Replacement/Removal Charges	\$ 7,678.00
9	AC Replacement/Removal Charges	\$ 30,555.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 20,966.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,190.00
Lead Agency Admin Charges	\$ 4,400.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 113,504.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 123,094.00
Discount	\$ 0.00
Total Amount Due	\$ 123,094.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 123,094.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
311766	AMP Appliance Installation, Invoice # 174950, \$123,094	ACTION INC.	\$ 123,094.00	Payment Complete	01/11/2020

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 175194 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	175194	Invoice Status	Paid
Vendor Number	100002026	Invoice Status Date	01/11/2020
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-12-31-2019	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 50,630.00
8	Freezer Replacement/Removal Charges	\$ 4,744.00
9	AC Replacement/Removal Charges	\$ 25,100.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 17,554.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,345.00
Lead Agency Admin Charges	\$ 3,650.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 98,028.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 106,023.00
Discount	\$ 0.00
Total Amount Due	\$ 106,023.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 106,023.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
311764	AMP Appliance Installation, Invoice # 175194, \$106,023	ACTION INC.	\$ 106,023.00	Payment Complete	01/11/2020

© 2022 Narragansett Electric Company

8/1/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)

- [Tools](#)
- [Search](#)

View Invoice No. 175591 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	175591	Invoice Status	Paid
Vendor Number	100002026	Invoice Status Date	02/07/2020
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECCO
Vendor Invoice Number	PC-RI-AMP-01-10-2020	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200410775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 36,772.00
8	Freezer Replacement/Removal Charges	\$ 2,519.00
9	AC Replacement/Removal Charges	\$ 8,570.00
10	AC Water Bed Replacement Charges	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 769.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 13,278.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HS, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,375.00
Lead Agency Admin Charges	\$ 2,000.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 61,908.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 66,283.00
Discount	\$ 0.00
Total Amount Due	\$ 66,283.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 66,283.00

Savings Summary	
Net Annual Summer kWh	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
313015	175591 ACTION_RI_AMP_ELEC \$66,283	ACTION INC.	\$ 66,283.00	Payment Complete	02/07/2020	View

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 175752 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	175752
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-01-10-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	02/07/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 665.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 2,970.94
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 324.90
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 0.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 30.00
Lead Agency Admin Charges	\$ 25.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 3,960.94
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 4,015.84
Discount	\$ 0.00
Total Amount Due	\$ 4,015.84
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 4,015.84

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
313016	175752_ACTION_RI_AMP_ELEC_\$4,015.84	ACTION INC.	\$ 4,015.84	Payment Complete	02/07/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 176145 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	176145
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-01-24-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	02/07/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 131,368.00
8	Freezer Replacement/Removal Charges	\$ 6,946.00
9	AC Replacement/Removal Charges	\$ 55,990.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 42,663.00

Charges Summary

Local Agency Technical Oversight (15% Wx/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wx/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 9,940.00
Lead Agency Admin Charges	\$ 8,400.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 236,967.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 255,307.00
Discount	\$ 0.00
Total Amount Due	\$ 255,307.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 255,307.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
313023	176145_ACTION_RI_AMP_ELEC_255,307	ACTION INC.	\$ 255,307.00	Payment Complete	02/07/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 176284 - ACTION INC.

Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	176284
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	9943
Vendor Invoice Number	RI-AMP-02-24-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	PAID
Invoice Status Date	02/07/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	3200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Services	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 3,217.00
8	Freezer Replacement/Removal Charges	\$ 429.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Box Replacement Charges	\$ 0.00
11	Refrigerator Service Charges	\$ 816.15
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 0.00

Charges Summary	
Local Agency Technical Oversight (15% Wx/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (2% Wx/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 90.00
Lead Agency Admin Charges	\$ 75.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 4,262.15
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 4,427.15
Discount	\$ 0.00
Total Amount Due	\$ 4,427.15
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 4,427.15

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
313020	176284_ACTION_RI_AMP_ELEC_\$4,427.15	ACTION INC.	\$ 4,427.15	Payment Complete	02/07/2020

© 2022 Narragansett Electric Company

21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 176511 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	176511
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-02-07-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	02/14/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 62,918.00
8	Freezer Replacement/Removal Charges	\$ 2,309.00
9	AC Replacement/Removal Charges	\$ 33,115.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 27,340.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.0
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.0
Lead Appliance Vendor Admin Charges	\$ 5,640.00
Lead Agency Admin Charges	\$ 4,750.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 125,682.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 136,072.00
Discount	\$ 0.00
Total Amount Due	\$ 136,072.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 136,072.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
313258	176511_ACTION_RI_AMP_ELEC_\$136,072.00	ACTION INC.	\$ 136,072.00	Payment Complete	02/14/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 180350 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	180350
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-06-04-20
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	06/09/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 0.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 391.74
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 0.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 0.00
Lead Agency Admin Charges	\$ 0.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 391.74
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 391.74
Discount	\$ 0.00
Total Amount Due	\$ 391.74
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 391.74

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
318600	180350_ACTION_RI_AMP_ELEC_ \$391.74	ACTION INC.	\$ 391.74	Payment Complete	06/09/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

[Home](#)

[DSM Delivery](#)
[Tools](#)
[Search](#)

View Invoice No. 177250 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	177250	Invoice Status	PAID
Vendor Number	1000002026	Invoice Status Date	03/06/2020
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-02-21-2020	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation Charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 57,181.00
8	Freezer Replacement/Removal Charges	\$ 1,008.00
9	AC Replacement/Removal Charges	\$ 30,275.00
10	AC Water Box Replacement Charges	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 26,638.00

Charges Summary	
Local Agency Technical Oversight (15% Wx/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wx/HS, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,265.00
Lead Agency Admin Charges	\$ 4,450.00
Lead Agency Marketing Charge	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 115,102.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 124,817.00
Discount	\$ 0.00
Total Amount Due	\$ 124,817.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 124,817.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
314237	177250_ACTION_RI_AMP_ELEC_\$124,817.00	ACTION INC.	\$ 124,817.00	Payment Complete	03/06/2020	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 177853 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	177853
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	MA-PC-RI-03-06-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	03/26/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 161,470.00
8	Freezer Replacement/Removal Charges	\$ 12,321.00
9	AC Replacement/Removal Charges	\$ 160,560.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 67,847.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 22,110.00
Lead Agency Admin Charges	\$ 18,725.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 422,198.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 463,033.00
Discount	\$ 0.00
Total Amount Due	\$ 463,033.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 463,033.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
315395	177853_ACTION_MA_MA-PC-RI-03-06-2020_ \$463,033.00	ACTION INC.	\$ 463,033.00	Payment Complete	03/26/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 178630 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	178630
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-03-20-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	04/03/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 157,116.00
8	Freezer Replacement/Removal Charges	\$ 5,604.00
9	AC Replacement/Removal Charges	\$ 94,865.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 779.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 52,886.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 14,505.00
Lead Agency Admin Charges	\$ 12,250.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 311,250.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 338,005.00
Discount	\$ 0.00
Total Amount Due	\$ 338,005.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 338,005.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
315657	178630_ACTION_RI_PC-RI-AMP-03-20-2020_ \$338,005	ACTION INC.	\$ 338,005.00	Payment Complete	04/03/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 179180 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	179180
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-04-17-2020-2
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	11/04/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 0.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 859.93
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 232.43
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 0.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HS, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 0.00
Lead Agency Admin Charges	\$ 0.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 1,092.36
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 1,092.36
Discount	\$ 0.00
Total Amount Due	\$ 1,092.36
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 1,092.36

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
324738	179180_ACTION_RI_AMP_ELEC_\$1,092.36	ACTION INC.	\$ 1,092.36	Payment Complete	11/04/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 179228 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	179228
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-04-17-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	04/28/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 30,318.00
8	Freezer Replacement/Removal Charges	\$ 358.00
9	AC Replacement/Removal Charges	\$ 12,170.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 7,564.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.0
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.0
Lead Appliance Vendor Admin Charges	\$ 2,050.00
Lead Agency Admin Charges	\$ 1,725.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 50,430.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 54,205.00
Discount	\$ 0.00
Total Amount Due	\$ 54,205.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 54,205.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
317083	179228_ACTION_PC-RI-AMP-04-17-2020_\$54,205.00	ACTION INC.	\$ 54,205.00	Payment Complete	04/28/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 180470 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	180470
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-06-09-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	06/16/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 5,544.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 0.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 120.00
Lead Agency Admin Charges	\$ 100.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 5,544.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 5,784.00
Discount	\$ 0.00
Total Amount Due	\$ 5,784.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 5,784.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
318798	180470_ACTION_RI_AMP-ELEC_\$5,784.00	ACTION INC.	\$ 5,784.00	Payment Complete	06/16/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 181470 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	181470
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-05-19-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	08/05/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 2,415.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 1,795.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 685.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 240.00
Lead Agency Admin Charges	\$ 200.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 5,095.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 5,535.00
Discount	\$ 0.00
Total Amount Due	\$ 5,535.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 5,535.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
320510	181470_ACTION_RI_AMP_ELEC_\$5,535.00	ACTION INC.	\$ 5,535.00	Payment Complete	08/05/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 182766 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	182766
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-08-08-2020-2
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	09/15/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 53,934.00
8	Freezer Replacement/Removal Charges	\$ 439.00
9	AC Replacement/Removal Charges	\$ 45,815.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 12,933.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,305.00
Lead Agency Admin Charges	\$ 3,580.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 113,121.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 121,986.00
Discount	\$ 0.00
Total Amount Due	\$ 121,986.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 121,986.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
322316	182766_ACTION_RI_AMP_ELEC_121,986.00	ACTION INC.	\$ 121,986.00	Payment Complete	09/15/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 182806 - ACTION INC.

Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	182806
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	9943
Vendor Invoice Number	PC-RI-AMP-09-09-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	PAID
Invoice Status Date	09/18/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	3200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Services	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 33,969.00
8	Freezer Replacement/Removal Charges	\$ 2,630.00
9	AC Replacement/Removal Charges	\$ 53,595.00
10	AC Water Box Replacement Charges	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 15,085.00

Charges Summary	
Local Agency Technical Oversight (15% Wz/HS, 7.5% Maj/Repair)	\$ 0.0
Local Agency Admin Charges (2% Wz/HO, 2.5% Maj/Repair)	\$ 0.0
Lead Appliance Vendor Admin Charges	\$ 5,810.00
Lead Agency Admin Charges	\$ 3,940.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 105,279.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 115,029.00
Discount	\$ 0.00
Total Amount Due	\$ 115,029.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 115,029.00

Savings Summary	
Net Annual Summer kWh	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
322510	182806 ACTION_RI_AMP_ELEC \$115,029.00	ACTION INC.	\$ 115,029.00	Payment Complete	09/18/2020

© 2022 Narragansett Electric Company 21 JUL 2022 REL

https://uswebapps.nationalgrid.com/DsmWebInternal/do/invoicing/invoice/View?invoiceId=182806

1/1

186

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 183076 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	183076
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-09-21-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	09/24/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 18,270.00
8	Freezer Replacement/Removal Charges	\$ 358.00
9	AC Replacement/Removal Charges	\$ 48,975.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 185.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 14,771.00

Charges Summary

Local Agency Technical Oversight (15% W/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% W/HS, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,955.00
Lead Agency Admin Charges	\$ 3,360.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 82,559.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 90,874.00
Discount	\$ 0.00
Total Amount Due	\$ 90,874.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 90,874.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
322715	183076_ACTION_MA_AMP_ELEC_ \$90,874.00	ACTION INC.	\$ 90,874.00	Payment Complete	09/24/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 184205 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	184205
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	RI-AMP-10-27-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	11/04/2020
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 6,940.00
8	Freezer Replacement/Removal Charges	\$ 975.00
9	AC Replacement/Removal Charges	\$ 5,165.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 7,558.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 1,110.00
Lead Agency Admin Charges	\$ 760.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 20,638.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 22,508.00
Discount	\$ 0.00
Total Amount Due	\$ 22,508.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 22,508.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
324469	184205 ACTION_RI_AMP_ELEC \$22,508.00	ACTION INC.	\$ 22,508.00	Payment Complete	11/04/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 185648 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	185648	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	12/11/2020
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-12-01-2020	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 24,050.00
8	Freezer Replacement/Removal Charges	\$ 5,822.00
9	AC Replacement/Removal Charges	\$ 33,825.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 11,990.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,015.00
Lead Agency Admin Charges	\$ 2,720.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 75,887.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 82,422.00
Discount	\$ 0.00
Total Amount Due	\$ 82,422.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 82,422.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
328786	185648_ACTION_RI_NECO_AMP_ELEC_82,422.00	ACTION INC.	\$ 82,422.00	Payment Complete	12/11/2020

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 186781 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	186781
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-12-31-2020
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	01/06/2021
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 25,660.00
8	Freezer Replacement/Removal Charges	\$ 358.00
9	AC Replacement/Removal Charges	\$ 45,870.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 11,764.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 4,795.00
Lead Agency Admin Charges	\$ 3,240.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 83,852.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 91,887.00
Discount	\$ 0.00
Total Amount Due	\$ 91,887.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 91,887.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
328716	186781 ACTION RI_NECO_AMP_ELEC_\$91,887.00	ACTION INC.	\$ 91,887.00	Payment Complete	01/06/2021

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 187948 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	187948	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	02/10/2021
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-01-31-2021	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200419775
SAP Program	Single family Income Eligible Services		

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 67,286.00
8	Freezer Replacement/Removal Charges	\$ 12,895.00
9	AC Replacement/Removal Charges	\$ 89,125.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 37,696.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 11,100.00
Lead Agency Admin Charges	\$ 7,540.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 207,002.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 225,642.00
Discount	\$ 0.00
Total Amount Due	\$ 225,642.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 225,642.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
330543	187948_ACTION_RI_NECO_AMP_ELEC_\$225,642.00	ACTION INC.	\$ 225,642.00	Payment Complete	02/10/2021

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 190596 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	190596
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	SJ4-RI-AMP-04-30-2021
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	05/08/2021
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 0.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 0.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 1,375.11
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 794.30
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 0.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 0.00
Lead Agency Admin Charges	\$ 0.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 2,169.41
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 2,169.41
Discount	\$ 0.00
Total Amount Due	\$ 2,169.41
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 2,169.41

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
334684	190596_ACTION_RI_NECO_AMP_ELEC_\$2,169.41	ACTION INC.	\$ 2,169.41	Payment Complete	05/08/2021

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 188252 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	188252	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	02/24/2021
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-02-13-2021	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 50,044.00
8	Freezer Replacement/Removal Charges	\$ 4,322.00
9	AC Replacement/Removal Charges	\$ 69,490.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 20,939.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 8,305.00
Lead Agency Admin Charges	\$ 5,600.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 144,795.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 158,700.00
Discount	\$ 0.00
Total Amount Due	\$ 158,700.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 158,700.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
331089	188252 ACTION RI_NECO_AMP_ELEC_\$158,700.00	ACTION INC.	\$ 158,700.00	Payment Complete	02/24/2021

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 189159 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	189159
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-02-28-2021
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	03/26/2021
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 84,085.00
8	Freezer Replacement/Removal Charges	\$ 5,816.00
9	AC Replacement/Removal Charges	\$ 49,730.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 840.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 37,819.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 8,145.00
Lead Agency Admin Charges	\$ 5,500.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 178,290.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 191,935.00
Discount	\$ 0.00
Total Amount Due	\$ 191,935.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 191,935.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
332595	189159 ACTION RI_NECO_AMP_ELEC_\$191,935.00	ACTION INC.	\$ 191,935.00	Payment Complete	03/26/2021

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 190340 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	190340
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-04-18-2021
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	05/06/2021
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 80,835.00
8	Freezer Replacement/Removal Charges	\$ 6,396.00
9	AC Replacement/Removal Charges	\$ 34,873.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 285.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 54,086.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 7,050.00
Lead Agency Admin Charges	\$ 4,780.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 176,475.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 188,285.00
Discount	\$ 0.00
Total Amount Due	\$ 188,285.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 188,285.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
334685	190340 ACTION RI_NECO_AMP_ELEC_188,285.00	ACTION INC.	\$ 188,285.00	Payment Complete	05/06/2021

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

[Home](#)

[DSM Delivery](#)
[Tools](#)
[Search](#)

View Invoice No. 190777 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	190777	Invoice Status	PAID
Vendor Number	1000002026	Invoice Status Date	05/12/2021
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-5-3-2021	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200419775
SAP Program	Single family Income Eligible Services		

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation Charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 41,431.00
8	Freezer Replacement/Removal Charges	\$ 1,592.00
9	AC Replacement/Removal Charges	\$ 23,647.00
10	AC Water Box Replacement Charges	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 285.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 12,746.00

Charges Summary	
Local Agency Technical Oversight (15% Wx/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wx/HS, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,965.00
Lead Agency Admin Charges	\$ 2,000.00
Lead Agency Marketing Charge	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 79,701.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 84,666.00
Discount	\$ 0.00
Total Amount Due	\$ 84,666.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 84,666.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
334866	190777_ACTION_RI_NECO_AMP_ELEC_\$84,666.00	ACTION INC.	\$ 84,666.00	Payment Complete	05/12/2021	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 191191 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	191191
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-5-17-2021
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	05/22/2021
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 38,249.00
8	Freezer Replacement/Removal Charges	\$ 1,950.00
9	AC Replacement/Removal Charges	\$ 14,229.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 20,626.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,960.00
Lead Agency Admin Charges	\$ 2,020.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 75,054.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 80,034.00
Discount	\$ 0.00
Total Amount Due	\$ 80,034.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 80,034.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
335335	191191 ACTION RI NECO AMP ELEC \$80,034.00	ACTION INC.	\$ 80,034.00	Payment Complete	05/22/2021

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

[View Invoice No. 191447 - ACTION INC.](#)
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Items](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	191447	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	08/04/2021
Vendor Name	ACTION INC.	State	RI
Vendor Contact	0943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-5-28-2021	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200419775
SAP Program	Single family Income Eligible Services		

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 17,006.00
8	Freezer Replacement/Removal Charges	\$ 1,157.00
9	AC Replacement/Removal Charges	\$ 22,097.00
10	AC Water Bed Replacement Charges	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 12,510.00

Charges Summary	
Local Agency Technical Oversight (15% Wx/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wx/HS, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 2,365.00
Lead Agency Admin Charges	\$ 1,600.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 52,770.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 56,735.00
Discount	\$ 0.00
Total Amount Due	\$ 56,735.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 56,735.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
330551	191447_ACTION_RI_NECO_AMP_ELEC_56,735.00	ACTION INC.	\$ 56,735.00	Payment Complete	06/04/2021	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

https://uswebapps.nationalgrid.com/DsmWebInternal/do/invoicing/invoice/View?invoiceId=191447

1/1

198

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 192100 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Items](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	192100	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	07/03/2021
Vendor Name	ACTION INC.	State	RI
Vendor Contract	0943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-06-13-2021	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	0200419775
SAP Program	Single family Income Eligible Services		

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 86,443.00
8	Freezer Replacement/Removal Charges	\$ 1,764.00
9	AC Replacement/Removal Charges	\$ 33,140.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 285.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 34,795.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,975.00
Lead Agency Admin Charges	\$ 4,080.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 156,427.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 166,462.00
Discount	\$ 0.00
Total Amount Due	\$ 166,462.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 166,462.00

Saving Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
336886	192100_ACTION_RI_NECO_AMP_ELEC_166,462.00	ACTION INC.	\$ 166,462.00	Payment Complete	07/03/2021	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

[Home](#)

- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 192385 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	192385	Invoice Status	Paid
Vendor Number	1000002026	Invoice Status Date	07/07/2021
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	PC-MA-AMP-06-27-2021	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200419775
SAP Program	Single Family Income Eligible Services		

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation Charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 37,735.00
8	Freezer Replacement/Removal Charges	\$ 358.00
9	AC Replacement/Removal Charges	\$ 99,858.00
10	AC Water Box Replacement Charges	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 13,417.00

Charges Summary	
Local Agency Technical Oversight (15% Wx/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (2% Wx/HS, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 8,210.00
Lead Agency Admin Charges	\$ 5,500.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 151,368.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 165,078.00
Discount	\$ 0.00
Total Amount Due	\$ 165,078.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 165,078.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
337340	192385_ACTION_RI_NECO_AMP_ELEC_\$165,078.00	ACTION INC.	\$ 165,078.00	Payment Complete	07/07/2021	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 192882 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Items](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	192882
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-7-14-2021
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	07/16/2021
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 26,197.00
8	Freezer Replacement/Removal Charges	\$ 2,000.00
9	AC Replacement/Removal Charges	\$ 77,551.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 15,815.00

Charges Summary

Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 6,530.00
Lead Agency Admin Charges	\$ 4,380.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 121,563.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 132,473.00
Discount	\$ 0.00
Total Amount Due	\$ 132,473.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 132,473.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
338127	192882_ACTION_RI_NECO_AMP_ELEC_\$132,473.00	ACTION INC.	\$ 132,473.00	Payment Complete	07/16/2021

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 193139 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	193139
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-AMP-RI-07-25-2021
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	08/05/2021
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)		
Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charges	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 2,615.00
8	Freezer Replacement/Removal Charges	\$ 0.00
9	AC Replacement/Removal Charges	\$ 55,814.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 1,942.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 3,675.00
Lead Agency Admin Charges	\$ 2,480.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 60,371.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 66,506.00
Discount	\$ 0.00
Total Amount Due	\$ 66,506.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 66,506.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
338651	193139 ACTION_RI_NECO_AMP_ELEC \$66,506.00	ACTION INC.	\$ 66,506.00	Payment Complete	08/05/2021

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 193731 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Items](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	193731
Vendor Number	1000002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-08-14-2021
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	08/28/2021
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Invoice Detail (1 Local Agency/Lead Appliance Vendor Invoices)

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 41,065.00
8	Freezer Replacement/Removal Charges	\$ 781.00
9	AC Replacement/Removal Charges	\$ 68,074.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 15,069.00

Charges Summary

Local Agency Technical Oversight (15% Wx/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wx/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 5,640.00
Lead Agency Admin Charges	\$ 3,780.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 124,969.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 134,409.00
Discount	\$ 0.00
Total Amount Due	\$ 134,409.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 134,409.00

Saving Summary

Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary

Payment Request Number	Description	Payee	Amount	Status	Status Date
339944	193731 ACTION RI_NECO_AMP_ELEC \$134,409.00	ACTION INC.	\$ 134,409.00	Payment Complete	08/28/2021

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Tools](#)
- [Search](#)

View Invoice No. 194438 - ACTION INC.
 Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	194438
Vendor Number	100002026
Vendor Name	ACTION INC.
Vendor Contract	0943
Vendor Invoice Number	PC-RI-AMP-08-31-2021
Vendor Invoice Date	
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	Paid
Invoice Status Date	09/18/2021
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	0200419775

Item	Description	Amount Due
1	AMP Appliance Assessment + Mileage	\$ 0.00
2	AMP Installation charge	\$ 0.00
3	Mini AMP Fee	\$ 0.00
4	Weatherization Service	\$ 0.00
5	Heating System Services	\$ 0.00
6	Piggy Back and Other Special Services	\$ 0.00
7	Refrigerator Replacement/Removal Charges	\$ 29,666.00
8	Freezer Replacement/Removal Charges	\$ 3,512.00
9	AC Replacement/Removal Charges	\$ 83,543.00
10	AC Water Bad Replacement Charge	\$ 0.00
11	Refrigerator Service Charges	\$ 0.00
12	Local Misc Expenses	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	\$ 0.00
14	AMP Electric Major Repairs	\$ 0.00
16	Custom Work Orders Charges	\$ 47,441.00

Charges Summary	
Local Agency Technical Oversight (15% Wt/HS, 7.5% Maj/Repair)	\$ 0.00
Local Agency Admin Charges (5% Wt/HO, 2.5% Maj/Repair)	\$ 0.00
Lead Appliance Vendor Admin Charges	\$ 7,940.00
Lead Agency Admin Charges	\$ 5,320.00
Lead Agency Marketing Charges	\$ 0.00
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 184,162.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 177,422.00
Discount	\$ 0.00
Total Amount Due	\$ 177,422.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 177,422.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
341022	194438 ACTION RI_NECO_AMP_ELEC_\$177,422.00	ACTION INC.	\$ 177,422.00	Payment Complete	09/18/2021	View

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 195163 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	195163	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	10/05/2021
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	PC-AMP-RI-09-22-2021	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 44,858.00
8	Freezer Replacement/Removal Charges	--	--	\$ 796.00
9	AC Replacement/Removal Charges	--	--	\$ 44,141.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 53,721.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 143,526.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 154,131.00
Discount	\$ 0.00
Total Amount Due	\$ 154,131.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 154,131.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
342610	195163 ACTION_RI_NECO_AMP_ELEC \$154,131.00	ACTION INC.	\$ 154,131.00	Payment Complete	10/05/2021 View

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 195889 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	195889	Invoice Status	Paid
Vendor Number	1000002028	Invoice Status Date	10/22/2021
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-10-18-2021	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 74,584.00
8	Freezer Replacement/Removal Charges	--	--	\$ 9,430.00
9	AC Replacement/Removal Charges	--	--	\$ 65,295.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 51,472.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 200,761.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 214,080.00
Discount	\$ 0.00
Total Amount Due	\$ 214,080.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 214,080.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
342875	195889 ACTION_RI_NECO_AMP_ELEC \$214,596.00	ACTION INC.	\$ 214,596.00	Payment Complete	10/22/2021 View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 196618 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	196618	Invoice Status	Paid
Vendor Number	1000002028	Invoice Status Date	11/19/2021
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-11-01-2020	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 125,612.00
8	Freezer Replacement/Removal Charges	--	--	\$ 7,586.00
9	AC Replacement/Removal Charges	--	--	\$ 45,927.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 33,422.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 212,547.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 224,907.00
Discount	\$ 0.00
Total Amount Due	\$ 224,907.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 224,907.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
344084	196618 ACTION_RI_NECO_AMP_ELEC \$224,907.00	ACTION INC.	\$ 224,907.00	Payment Complete	11/19/2021	View

© 2022 Narragansett Electric Company

21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 197263 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	197263	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	12/16/2021
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-11-23-2021	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (0 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 0.00
8	Freezer Replacement/Removal Charges	--	--	\$ 0.00
9	AC Replacement/Removal Charges	--	--	\$ 0.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 322.80
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 0.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 322.80
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 322.00
Discount	\$ 0.00
Total Amount Due	\$ 322.80
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 322.80

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
345823	197263_ACTION_RI_NECO_AMP_ELEC_322.80 (Local #: 197251)	ACTION INC.	\$ 322.80	Payment Complete	12/16/2021	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 197654 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	197654	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	12/16/2021
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	PC-AMP-RI-11-30-2021	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 83,989.00
8	Freezer Replacement/Removal Charges	--	--	\$ 3,909.00
9	AC Replacement/Removal Charges	--	--	\$ 40,252.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 27,556.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 155,706.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 155,706.00
Discount	\$ 0.00
Total Amount Due	\$ 155,706.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 155,706.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
345801	197654 ACTION_RI_NECO_AMP_ELEC \$165,481.00	ACTION INC.	\$ 165,481.00	Payment Complete	12/16/2021	View

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)

- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 199304 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	199304	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	01/15/2022
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-12-31-2021	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 155,197.00
8	Freezer Replacement/Removal Charges	--	--	\$ 2,311.00
9	AC Replacement/Removal Charges	--	--	\$ 102,898.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 03,602.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 324,208.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 345,568.00
Discount	\$ 0.00
Total Amount Due	\$ 345,568.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 345,568.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary					
Payment Request Number	Description	Payee	Amount	Status	Status Date
348712	199304_ACTION_RI_NECO_AMP_ELEC_\$345,568.00	ACTION INC.	\$ 345,568.00	Payment Complete	01/15/2022 View

© 2022 Narragansett Electric Company
21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 200140 - ACTION INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	200140	Invoice Status	Paid
Vendor Number	100002028	Invoice Status Date	02/23/2022
Vendor Name	ACTION INC.	State	RI
Vendor Contract	9943	Company ID	NECO
Vendor Invoice Number	PC-RI-AMP-02-13-2022	Payment Terms	No Discount - No Days
Vendor Invoice Date		Service Category	AMP Appliance Installation
Program	Low Income Services (1-4)	Purchase Order Number	3200419775
SAP Program	Single family Income Eligible Services		

Invoice Detail (1 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 101,564.00
8	Freezer Replacement/Removal Charges	--	--	\$ 1,139.00
9	AC Replacement/Removal Charges	--	--	\$ 52,718.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 36,710.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 194,151.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 200,171.00
Discount	\$ 0.00
Total Amount Due	\$ 200,171.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 200,171.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
349521	200140 ACTION_RI_NECO_AMP_ELEC \$208,171.00	ACTION INC.	\$ 208,171.00	Payment Complete	02/23/2022	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 202649 - CLEARRESULT CONSULTING INC.
[Invoice Summary](#) | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information			
Invoice Number	202649	Invoice Status	Paid
Vendor Number	100007592	Invoice Status Date	05/11/2022
Vendor Name	CLEARRESULT CONSULTING INC.	State	RI
Vendor Contract	12490	Company ID	NECO
Vendor Invoice Number	6May2022A	Payment Terms	No Discount - No Days
Vendor Invoice Date	05/06/2022	Service Category	AMP Appliance Installation
Program	Low Income Service (1-4)	Purchase Order Number	9300937842
SAP Program	Single family Income Eligible Services		

Invoice Detail (2 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 316,338.00
8	Freezer Replacement/Removal Charges	--	--	\$ 21,585.00
9	AC Replacement/Removal Charges	--	--	\$ 145,997.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
10	Custom Work Orders Charges	--	--	\$ 92,241.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 576,161.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 610,726.00
Discount	\$ 0.00
Total Amount Due	\$ 610,726.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 610,726.00

Savings Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net Lifetime kWh	0.00
Net Lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
352801	202649_CLEARresult_RI_NECO_AMP_ELEC_5610,726.00	CLEARRESULT CONSULTING INC.	\$ 610,726.00	Payment Complete	05/11/2022	View

© 2022 Narragansett Electric Company

8/2/2022

View Invoice


Demand Side Management

- [Home](#)
- [DSM Delivery](#)
- [Program Management](#)
- [Evaluation](#)
- [Tools](#)
- [Search](#)

View Invoice No. 203528 - CLEARRESULT CONSULTING INC.

Invoice Summary | [Invoice Line Items](#) | [Miscellaneous Line Item](#) | [Adjustments/Credits](#) | [Documents](#)

Invoice Header Information	
Invoice Number	203528
Vendor Number	1000007592
Vendor Name	CLEARRESULT CONSULTING INC.
Vendor Contract	12490
Vendor Invoice Number	000071659-00071602
Vendor Invoice Date	06/02/2022
Program	Low Income Services (1-4)
SAP Program	Single family Income Eligible Services
Invoice Status	PAID
Invoice Status Date	06/15/2022
State	RI
Company ID	NECO
Payment Terms	No Discount - No Days
Service Category	AMP Appliance Installation
Purchase Order Number	3200337642

Invoice Detail (2 Applications)				
Item	Description	Item Cost	Quantity	Amount Due
1	AMP Appliance Assessment + Mileage	--	--	\$ 0.00
2	AMP Installation charges	--	--	\$ 0.00
3	Mini AMP Fee	--	--	\$ 0.00
4	Weatherization Service	--	--	\$ 0.00
5	Heating System Services	--	--	\$ 0.00
6	Piggy Back and Other Special Services	--	--	\$ 0.00
7	Refrigerator Replacement/Removal Charges	--	--	\$ 121,262.00
8	Freezer Replacement/Removal Charges	--	--	\$ 5,516.00
9	AC Replacement/Removal Charges	--	--	\$ 64,262.00
10	AC Water Bed Replacement Charges	--	--	\$ 0.00
11	Refrigerator Service Charges	--	--	\$ 0.00
12	Local Misc Expenses	--	--	\$ 0.00
13	Lead Appliance Vendor Misc Expenses	--	--	\$ 0.00
14	AMP Electric Major Repairs	--	--	\$ 0.00
16	Custom Work Orders Charges	--	--	\$ 36,774.00

Charges Summary	
Total Invoice Charges (Excluding Additional Invoice Expenses)	\$ 227,814.00
Additional Invoice Expenses	\$ 0.00
Total Invoice Amount	\$ 242,909.00
Discount	\$ 0.00
Total Amount Due	\$ 242,909.00
Total Adjustments/Credit Amount	\$ 0.00
Total Amount Due after Adjustments	\$ 242,909.00

Saving Summary	
Net Annual Summer kW	0.00
Net Annual kWh	0.00
Net Annual MWh	0.00
Net lifetime kWh	0.00
Net lifetime MWh	0.00

Payment Summary						
Payment Request Number	Description	Payee	Amount	Status	Status Date	
354065	203528 CR IES Elec Appliances AMP_Invoice_Data_Report \$242909 060722	CLEARRESULT CONSULTING INC.	\$ 242,909.00	Payment Complete	06/15/2022	View

© 2022 Narragansett Electric Company 21 JUL 2022 REL

DIV 1-24
Appliance Management Program

Request:

In its answer to Division Informal 1-1, the Company stated: "Conducting an additional solicitation is a matter of prioritizing resources. Currently, there is one planned for early 2023."

- a) Which entity, the Company or SMOC, makes the determination as to "prioritizing resources"?
- b) Has the Company or SMOC conducted an analysis of the costs of researching and then contacting Rhode Island based vendors? If so, please provide the results of that analysis. If not, then please explain what alternative to this effort is indicative of a better use of resources.

Response:

a) SMOC and the Company decide together the prioritization of resources for an RFP. The preferred time for an RFP to occur for the appliance replacement service is the beginning of the year because it aligns with the timing of manufacturers' introduction of new appliance models. By having the RFP at the beginning of the year, the new model numbers are known, and specific model pricing is used in the RFP process.

b) The Company and SMOC have not conducted an analysis of the costs of researching and then contacting Rhode Island based vendors. With less than five months remaining in the year, the Company prefers to issue an RFP at the beginning of calendar year 2023. As noted above, this timing aligns with manufacturers' introduction of new appliance models. If an RFP is issued during the third and fourth quarters of calendar year 2022, another RFP with the updated appliance models would need to occur during the beginning of calendar year 2023.

DIV 1-25
Appliance Management Program

Request:

In its answer to Division Informal 1-1, the Company stated: "In the meantime, companies are not prohibited from reaching out directly to SMOC and could potentially be onboarded as providers of appliances prior to the scheduled solicitation."

- a) When is the scheduled solicitation?
- b) How would a Rhode Island based appliance company even know that SMOC exists, how to contact SMOC, or that there exists an opportunity to be onboarded as a provider?
- c) Please identify with specificity where, on the Company's website, a potential vendor for energy efficiency (not potential consumer of energy efficiency programs) can find information on participating in any aspect of the Rhode Island energy efficiency program as a vendor. If there is no information on the Company's website, please identify where such information can be obtained.
- d) Please identify the two companies referenced in the Company's answer to Division Informal 1-1.
- e) Please identify the vendor contacted by SMOC that declined participation.
- f) Please provide a copy of the RFP that led to the vendor's participation in the program.
- g) Please provide copies of the contracts or agreements between SMOC and each appliance vendor.

Response:

- a) An RFP is anticipated at the beginning of calendar year 2023.
- b) SMOC will list the RFP in Rhode Island newspapers. In addition, SMOC could mail the RFP to Rhode Island-based appliance retailers.
- c) There is a supplier and vendor section of the Rhode Island Energy website at <https://www.rienergy.com/Business-Partners/Suppliers-and-Vendors/>. This page is not specific to energy efficiency. Suppliers and vendors interested in supporting the Company would register for the procurement process.
- d) The two companies referenced in the Company's response to Division Informal 1-1 are Star Hardware and Express Kitchens.

DIV 1-25, Page 2

Appliance Management Program

- e) The vendor contacted by SMOC that declined participation was Danny's Appliance Sales & Service.
- f) The following is the legal notice for the last solicitation for appliance replacement vendors:

**LEGAL NOTICE
APPLIANCE DELIVERY AND REMOVAL
REQUEST FOR PROPOSAL**

South Middlesex Opportunity Council, Inc. (SMOC), on behalf of the residential energy efficiency programs is issuing an RFP for an appliance delivery vendor(s) to serve the state of Massachusetts and Rhode Island in the multi-utility funded residential energy efficiency programs. Approximately 17,000 units (refrigerators, freezers, AC's, dehumidifiers and washing machines) will be replaced during the contract year. Bid packages are available upon request. Please contact Jamie Parr, SMOC Energy Services, 7 Bishop Street, Framingham, MA 01702. jamiiep@smoc.org or (508) 620-2312. Bidders may bid on all or part of the service territory, and on one or more component (delivery/disposal) of the RFP. Deadlines for proposals are September 21, 2020.

Bids will be reviewed based on price, experience and future service capacity and reliability.

SMOC is an AA/EO employer.

- g) Please see Attachment DIV 1-25 for the requested contracts and agreements.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

Attachment DIV 1-25
Appliance Management Program

REDACTED

DIV 1-26
Appliance Management Program

Request:

In its answer to Division Informal 1-3, the Company stated: “appliance vendors respond to the RFP for service by providing appliances at an agreed upon price list that is inclusive of delivery of the new appliance and removal of the old appliance. Compensation for the appliance vendor is included within the agreed upon price.”

- a) Do all vendors provide the same model appliance at the same price?
- b) Is the compensation for each vendor the same or is it independently negotiated?

Response:

- a) Yes, all vendors provide the same model appliance at the same price.
- b) Yes, compensation for each vendor is the same.

DIV 1-27
Appliance Management Program

Request:

How many appliance vendors service Rhode Island?

Response:

Three appliance vendors service Rhode Island.

DIV 1-28
Appliance Management Program

Request:

In its answer to Division Informal 1-2, the Company stated: "SMOC then enters the order and will look to see if any of the appliance vendors working in the program has an available unit in stock. If the unit is not in stock, then an order is placed by a vendor for the unit."

- a) Please explain in detail the sequencing of the foregoing statement. How does a vendor know to place a particular order?
- b) How does SMOC notify a particular vendor that an order needs to be placed?
- c) Does SMOC contact vendors for appliances based upon geography (ie-closest vendor to the CAP's region)?
- d) Does SMOC require the appliance vendors to notify SMOC that they have received a requested appliance? And, is the appliance vendor required to deliver the appliance to the energy efficiency customer within a specified time after the vendor takes delivery of the appliance?

Response:

- a) SMOC will email the appliance vendor a work order with the customer information and the appliance requested. The appliance vendor will check the work order against available stock. If the appliance is in stock, the appliance vendor will schedule a delivery. If the appliance is not in stock, the appliance vendor will order the appliance.
- b) SMOC will email the vendor a work order.
- c) No, there are no separate geographical territories in Rhode Island. All of the supporting appliance vendors deliver across the state.
- d) No, SMOC does not require the appliance vendors to notify SMOC that they have received a requested appliance. In terms of timing, the contract states that, "[d]elivery must be accomplished within 60 days after receiving the work order, unless this is not practical for the customer." However, at this time, the supply chain is impacting availability of appliances necessitating an extension of the 60 day requirement.

DIV 1-29
Appliance Management Program

Request:

In its answer to Division Informal 1-2, the Company stated: "The only time a specific unit may be reallocated to a customer for whom it was ordered is in an emergency situation. Customers with non-working fridges requesting the same unit as a customer with an efficiency upgrade may have the unit delivered to the emergency customer first and another order will be placed for the efficiency upgrade unit."

- a) How does this work across vendors? If Vendor A placed an order for model X for a non emergency customer, can Vendor B somehow access that appliance for its emergency customer? Please explain with more clarity how this process works across multiple vendors all placing appliance orders.

Response:

- a) Reallocation of units would only occur within each vendor's inventory. There is no reallocation of work orders or appliances across vendors.

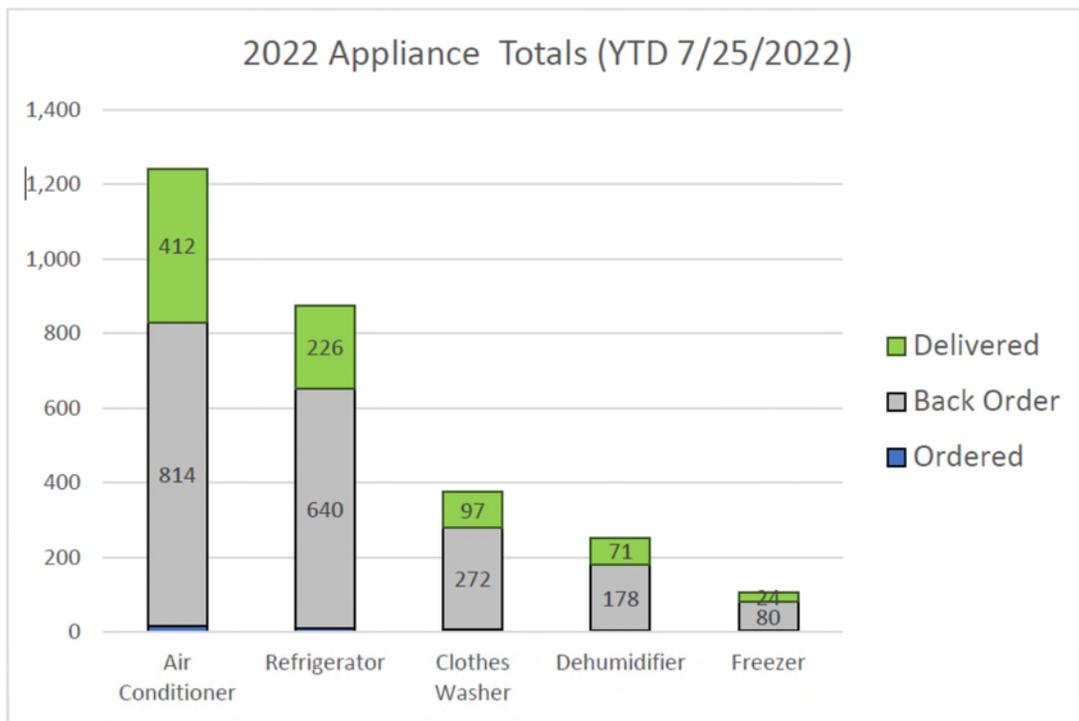
DIV 1-30
Appliance Management Program

Request:

Please provide a chart of all the RI Cap agencies and the appliances (by type, not model) requested year to date, together with status (pending, delivered).

Response:

Please see the chart below with the total of Rhode Island CAP agencies’ orders and the appliances (by type) requested year to date, together with the current status:



The term “Delivered” means the units are located at the customer’s home.

The term “Back Order” means the units are on order with Appliance Delivery Vendor.

The term “Ordered” means the units are being processed by SMOC.

DIV 1-30, Page 2
Appliance Management Program

This is the same data, broken out by CAP agency. This data was originally provided as an attachment to Division Informal 2-10 (Supplemental).

YTD 07/25/2022		Ordered	Back Ordered	Delivered
Blackstone Valley CAP	Air Conditioner	1	42	25
	Refrigerator	1	45	14
	Clothes Washer	0	13	9
	Dehumidifier	0	14	4
	Freezer	0	16	5
CAP of Providence	Air Conditioner	0	94	114
	Refrigerator	0	53	41
	Clothes Washer	0	5	3
	Dehumidifier	0	2	4
	Freezer	0	6	3
Comprehensive CAP	Air Conditioner	1	147	59
	Refrigerator	0	109	41
	Clothes Washer	0	16	3
	Dehumidifier	0	13	2
	Freezer	0	8	7
East Bay CAP	Air Conditioner	1	44	14
	Refrigerator	4	61	18
	Clothes Washer	0	37	12
	Dehumidifier	1	27	7

DIV 1-30, Page 3
Appliance Management Program

Division Informal 2-10 (Supplemental), page 2

	Freezer	0	5	4
TriCounty CAP	Air Conditioner	12	242	109
	Refrigerator	4	209	69
	Clothes Washer	6	113	42
	Dehumidifier	2	73	37
	Freezer	2	21	4
	Westbay CAP	Air Conditioner	0	245
Refrigerator		1	163	43
Clothes Washer		0	88	28
Dehumidifier		0	49	17
Freezer		0	24	1
Total		Air Conditioner	15	814
	Refrigerator	10	640	226
	Clothes Washer	6	272	97
	Dehumidifier	3	178	71
	Freezer	2	80	24

“Delivered” means the units are located at the customer’s home.

“Back Order” means the units are on order with Appliance Delivery Vendor.

“Ordered” means the units are being processed by SMOC.

DIV 1-31
Appliance Management Program

Request:

What process is used to insure that appliances have in fact been delivered by vendors and placed into service by user end customers?

Response:

Appliance Vendors will invoice SMOC when new appliances have been installed and old appliances are removed. Pictures of new installations are taken at the time of delivery.

DIV 1-32
Appliance Management Program

Request:

In response to informal data requests issued by the Division, the Company provided invoices for the period 2017 to the present issued by SMOC. At page 1 of 135 to Attachment 2-3 is an invoice dated 1/3/2017 which indicates that it was paid on 1/6/2017. Action Inc. is the vendor for the appliance replacement program.

- a) Please provide Informal Attachment 2-3 in response to this data request.

The amount of the invoice was \$60,540.70 which was broken down as follows:

- \$51,821 for refrigerator removal/replacement
- Freezer replacement/removal \$1,515.00
- AC replacement/removal \$3,580
- Refrigerator service charges \$214.70

Although the invoice has a category for the number of units and cost per unit, these categories have been left blank. There is no underlying backup attached for these invoices.

- b) Please explain why the invoice has a category for the number of units/ cost per units and yet each and every invoice provided (135 pages) is devoid of this information.
- c) Please explain the procedure for the Company's review and payment of the invoices for this vendor including in your answer the title of Company employees charged with this responsibility.

The invoices represent that these charges are applicable to Rhode Island. How was/is this verified as a true and accurate expense to Rhode Island ratepayers?

Response:

Attached is backup documentation that is included in the Company's energy efficiency ("EE") tracking system and reviewed by the program manager before approval of invoices. When responding to Informal Attachment 2-3, there is no separate document created for the invoice, but rather a screen print of the first page of the tracking system was provided as an item that represents a summary of the invoice.

DIV 1-32, Page 2
Appliance Management Program

Attachment DIV 1-32-1: This information is entered directly in the EE tracking system. Information is captured in the tracking system and is detailed by customer, see invoice line items tab. The program manager can drill down within the system to a specific work order and get detailed information on the work performed for a customer. Some of the tabs are shown in the work order, billing summary, and questionnaire tabs. In total there are 10 tabs on that specific customer.

Attachment DIV 1-32-2 shows summarized billing detail that is included with each invoice occurrence. The Electric Invoice Data – Details presents information by CAP and the Summary Data – Elec tabs shows information by appliance. The EE tracking system does not tabulate the discrete number of appliances, but the number of units can be viewed on the Summary Data – Elec tab.

Attachment DIV 1-32-3 shows the physical work orders from the appliance delivery vendor that are scanned and included as backup details in the EE tracking system.

b) The Income Eligible Services (IES) Program Manager would be responsible for the review of the invoice, attachment backup documentation as needed, and create a payment request for the invoice once billing questions have been resolved. The Residential EE Manager would review the payment request and invoice back up materials, ask questions about any billing issues to the Income Eligible Program Manager, and approve the invoice when billing questions are resolved. Depending on the amount of the invoice, additional invoice approval may be required by the Senior Manager of Sales.

c) The EE tracking system presents all invoiced appliances by customer (name, address, billing account number), see Attachment DIV 1-32-1. Attachment DIV 1-32-2 also shows each appliance by CAP agency. These levels of verification aid the IES Program Manager with verification that invoices are serving Rhode Island ratepayers.

Invoice Detail (44 Work Orders)

Line Item #	Work Order #	Application #	Customer Name	Billing Acct #	Customer Phone #	Installation or SVC Date	Description	Total	Net Annual Summer KW	Net Annual kWh	Net Lifetime kWh	Net Lifetime MWh
1	59613	6587982		1438853018		1/22/2016	AC (DO NOT REFRIGERATOR) (BTU)	\$395.00	0	0	0	0
2	59613	6587982		1438853018		1/22/2016	Refrigerator (KENMORE, 46-15793, 21.2 SS- MANUAL)	\$740.00	0	0	0	0
3	60976	6662707		5260353101		1/22/2016	Refrigerator (WHIRLPOOL, 46-15793, 21.2 SS- ICE & W)	\$1,499.00	0	0	0	0
4	61215	6691385		5025020110		1/21/2016	Refrigerator (FRIGIDAIRE, 46-1321, 18 TF-A, G)	\$745.00	0	0	0	0
5	61261	6692712		7681650089		1/22/2016	Refrigerator (KENMORE, 46-6083, 16.3 TF-A, G)	\$765.00	0	0	0	0
6	61662	6705095		1298490059		1/21/2016	Refrigerator (FRIGIDAIRE, 46-0359, 25.6 SS- ICE & W)	\$1,210.00	0	0	0	0
7	61025	6666814		6616872070		1/21/2016	Refrigerator (FRIGIDAIRE, 46-01432, 20.4 TF- G)	\$850.00	0	0	0	0
8	61359	3358616		8538428012		1/22/2016	Refrigerator (FRIGIDAIRE, 46-01329, 18 TF-A, G)	\$899.00	0	0	0	0
9	61361	6693098		7754375086		1/22/2016	Refrigerator (KENMORE, 46-12902, 9 CF- TRO-DRAW) (MANUAL)	\$2,100.00	0	0	0	0
10	61361	6693098		7754375086		1/22/2016	Refrigerator (KENMORE, 46-12902, 9 CF- TRO-DRAW) (MANUAL)	\$400.00	0	0	0	0
11	61364	5891187		4014400689		1/22/2016	Refrigerator (WHIRLPOOL, 46-39883, 21.2 SS- ICE W)	\$1,350.00	0	0	0	0
12	61497	6567528		386972028		1/22/2016	Refrigerator (KENMORE, 46-39883, 21.2 SS- ICE W)	\$1,350.00	0	0	0	0
13	61517	2078914		7966020003		1/21/2016	AC (DO NOT REFRIGERATOR) (BTU)	\$385.00	0	0	0	0
14	61520	2078914		7966020003		1/21/2016	AC (DO NOT REFRIGERATOR) (BTU)	\$325.00	0	0	0	0
15	61555	5649136		7732635027		1/22/2016	Refrigerator (KENMORE, 46-70413, 27.6 TRO-ICE-DRAW)	\$1,795.00	0	0	0	0
16	61606	6703867		6595804047		1/22/2016	Refrigerator (ICE W)	\$1,100.00	0	0	0	0
17	61625	6705089		6381504003		1/21/2016	Refrigerator (FRIGIDAIRE, 46-1321, 18 TF-A, G)	\$699.00	0	0	0	0
18	61658	6705092		2520812011		1/22/2016	Refrigerator (KENMORE, 46-15793, 21.2 SS- ICE W)	\$1,899.00	0	0	0	0
19	61664	6705093		33574015		1/21/2016	Refrigerator (FRIGIDAIRE, 46-01432, 20.4 TF- G)	\$850.00	0	0	0	0
20	61684	6713763		8929635029		1/21/2016	AC (DO NOT REFRIGERATOR) (BTU)	\$995.00	0	0	0	0
21	61687	6713763		8929635029		1/21/2016	AC (DO NOT REFRIGERATOR) (BTU)	\$286.00	0	0	0	0
22	61692	6713767		4104042082		1/22/2016	Refrigerator (KENMORE, 46-6083, 16.1 TF-A, G)	\$795.00	0	0	0	0
23	61721	6719325		1469307052		1/22/2016	Refrigerator (WHIRLPOOL, 46-39883, 21.2 SS- ICE W)	\$1,350.00	0	0	0	0
24	61721	6719325		1469307052		1/22/2016	Refrigerator (KENMORE, 46-12702, 7 CF- MANUAL)	\$325.00	0	0	0	0
25	61743	6719323		5243482005		1/21/2016	Refrigerator (KENMORE, 46-60213, 20.6 TF-A, G)	\$995.00	0	0	0	0

26	<u>61755</u>	6721486		350441011		12/21/2016	Refrigerator (KENMORE, 46-60652, 18.1 TF-A, G)	Refrigerator (KENMORE, 46-60652, 18.1 TF-A, G)	\$795.00	0	0	0	0	0	0	0	0
27	<u>61781</u>	6722613		7717362132		12/27/2016	Frigidaire, 46-3011, 18.1 TF-A, W	Frigidaire, 46-3011, 18.1 TF-A, W	\$731.00	0	0	0	0	0	0	0	0
28	<u>61805</u>	6725413		8766600019		12/16/2016	KENMORE, 46-60652, 18.1 TF-A, G	KENMORE, 46-60652, 18.1 TF-A, G	\$685.00	0	0	0	0	0	0	0	0
29	<u>61811</u>	6726437		1281180019		12/16/2016	KENMORE, Do Not Use 46-60652, 20.6 TF-A, G	KENMORE, Do Not Use 46-60652, 20.6 TF-A, G	\$850.00	0	0	0	0	0	0	0	0
30	<u>61821</u>	6726983		5348831013		12/15/2016	KENMORE, 46-60652, 18.1 SS-ICE, 21.8 SS-ICE	KENMORE, 46-60652, 18.1 SS-ICE, 21.8 SS-ICE	\$1,650.00	0	0	0	0	0	0	0	0
31	<u>61831</u>	6731420		20673004		12/23/2016	AC (DO NOT USE- 77080, 77060, 6000 BTU)	AC (DO NOT USE- 77080, 77060, 6000 BTU)	\$286.00	0	0	0	0	0	0	0	0
32	<u>61831</u>	6731420		20673004		12/23/2016	KENMORE, 46-60653, 18.1 TF-A, G	KENMORE, 46-60653, 18.1 TF-A, G	\$795.00	0	0	0	0	0	0	0	0
33	<u>61831</u>	6731420		20673004		12/23/2016	KENMORE, 46-60653, 18.1 TF-A, G	KENMORE, 46-60653, 18.1 TF-A, G	\$795.00	0	0	0	0	0	0	0	0
34	<u>61857</u>	6419847		4033144002		12/15/2016	Net Use 46-51823, 21.9 SS-ICE, 21.8 SS-ICE	Net Use 46-51823, 21.9 SS-ICE, 21.8 SS-ICE	\$1,999.00	0	0	0	0	0	0	0	0
35	<u>61871</u>	6733636		6186768000		12/23/2016	AC (DO NOT USE- 77080, 77060, 6000 BTU)	AC (DO NOT USE- 77080, 77060, 6000 BTU)	\$286.00	0	0	0	0	0	0	0	0
36	<u>61886</u>	6733643		2716723047		12/16/2016	Refrigerator (Net Use 46-07233, 22.1 TRG-ACE-DRAW)	Refrigerator (Net Use 46-07233, 22.1 TRG-ACE-DRAW)	\$1,789.00	0	0	0	0	0	0	0	0
37	<u>61893</u>	667648		6419711001		12/19/2016	AC (DO NOT USE- 77080, 77060, 8000 BTU)	AC (DO NOT USE- 77080, 77060, 8000 BTU)	\$325.00	0	0	0	0	0	0	0	0
38	<u>61900</u>	6736135		2886618004		12/15/2016	Refrigerator (FRIGIDAIRE, 46-01321, 18 TF-A, G)	Refrigerator (FRIGIDAIRE, 46-01321, 18 TF-A, G)	\$699.00	0	0	0	0	0	0	0	0
39	<u>61910</u>	6736144		1373568007		12/20/2016	Refrigerator (FRIGIDAIRE, 46-01321, 18 TF-A, G)	Refrigerator (FRIGIDAIRE, 46-01321, 18 TF-A, G)	\$699.00	0	0	0	0	0	0	0	0
40	<u>61910</u>	6736144		1373568007		12/20/2016	Refrigerator Removal Charges \$51.00	Refrigerator Removal Charges \$51.00	\$51.00	0	0	0	0	0	0	0	0
41	<u>61917</u>	6736175		3903208009		12/27/2016	Refrigerator (KENMORE, 46-ICE W) 1/2 SS-ICE W)	Refrigerator (KENMORE, 46-ICE W) 1/2 SS-ICE W)	\$1,250.00	0	0	0	0	0	0	0	0
42	<u>61922</u>	6736134		6507247007		12/16/2016	KENMORE, 46-ICE W, 21.8 BF-ICE W)	KENMORE, 46-ICE W, 21.8 BF-ICE W)	\$1,350.00	0	0	0	0	0	0	0	0
43	<u>61936</u>	6734467		5206511056		12/20/2016	KENMORE, Do Not Use 46-60652, 18.1 TF-A, G (ICE)	KENMORE, Do Not Use 46-60652, 18.1 TF-A, G (ICE)	\$735.00	0	0	0	0	0	0	0	0
44	<u>61945</u>	6736247		2076938008		12/15/2016	AC (DO NOT USE- 77080, 77060, 6000 BTU)	AC (DO NOT USE- 77080, 77060, 6000 BTU)	\$286.00	0	0	0	0	0	0	0	0
45	<u>61945</u>	6736247		2076938008		12/15/2016	Refrigerator (KENMORE, 46-60652, 18.1 TF-A, G)	Refrigerator (KENMORE, 46-60652, 18.1 TF-A, G)	\$685.00	0	0	0	0	0	0	0	0
46	<u>61961</u>	6690324		7626887006		12/15/2016	Refrigerator (FRIGIDAIRE, 46-01321, 18 TF-A, G)	Refrigerator (FRIGIDAIRE, 46-01321, 18 TF-A, G)	\$699.00	0	0	0	0	0	0	0	0
47	<u>61985</u>	6736523		6500490045		12/15/2016	KENMORE, Do Not Use 46-60652, 18.5 BF-ICE W)	KENMORE, Do Not Use 46-60652, 18.5 BF-ICE W)	\$1,050.00	0	0	0	0	0	0	0	0
48	<u>62032</u>	6737395		4014350008		12/16/2016	KENMORE, 46-60653, 18.1 TF-A, G	KENMORE, 46-60653, 18.1 TF-A, G	\$795.00	0	0	0	0	0	0	0	0
49	<u>62085</u>	4555444		4104030012		12/23/2016	AC (DO NOT USE- 77080, 77060, 6000 BTU)	AC (DO NOT USE- 77080, 77060, 6000 BTU)	\$286.00	0	0	0	0	0	0	0	0
50	<u>62085</u>	4555444		4104030012		12/23/2016	Refrigerator (KENMORE, 46-60213, 20.6 TF-A, G)	Refrigerator (KENMORE, 46-60213, 20.6 TF-A, G)	\$995.00	0	0	0	0	0	0	0	0
51	<u>62093</u>	6748351		7636523024		12/15/2016	Refrigerator (KENMORE, 46-60822, 20.4 TF-A, G)	Refrigerator (KENMORE, 46-60822, 20.4 TF-A, G)	\$940.00	0	0	0	0	0	0	0	0

52	62111	6749686		7516871003		12/19/2016	Refrigerator (KENMORE, Do 70693, 18.1 TF-A, G-ICE)	\$735.00	0	0	0	0	0	0	0	0	0
53	62134	6753138		2163022008		12/20/2016	Refrigerator (KENMORE, 46, 60603, 18.1 TF-A, G)	\$795.00	0	0	0	0	0	0	0	0	0
54	62144	6753646		6507181048		12/20/2016	Refrigerator (WHIRLPOOL, 46, 07233, 22.1 TRC -ICE-DRAW)	\$1,785.00	0	0	0	0	0	0	0	0	0
55	62161	6753697		3975931075		12/15/2016	Refrigerator (KENMORE, 46, 60629, 20.4 TF, G)	\$940.00	0	0	0	0	0	0	0	0	0
56	62182	6754983		3902280025		12/27/2016	Refrigerator (KENMORE, 46, 60629, 20.4 TF, G)	\$1,095.00	0	0	0	0	0	0	0	0	0
57	62198	6756294		1433128003		12/16/2016	AC (DO NOT USE- 77090, 73810, 6000 BTU)	\$325.00	0	0	0	0	0	0	0	0	0
58	62198	6756294		1433128003		12/16/2016	Refrigerator (KENMORE, 46, 60602, 18.1 TF-A, G)	\$685.00	0	0	0	0	0	0	0	0	0
59	62210	6758774		6396075028		12/22/2016	Refrigerator (WHIRLPOOL, 46, 07233, 22.1 TRC -ICE-DRAW)	\$1,785.00	0	0	0	0	0	0	0	0	0
60	62212	6758771		8889756010		12/23/2016	Refrigerator (WHIRLPOOL, 46, 07233, 22.1 TRC -ICE-DRAW)	\$1,785.00	0	0	0	0	0	0	0	0	0
61	60414	6663536		6150400029		12/27/2016	Refrigerator (FRIGIDAIRE, 46, 60603, 18.1 TRC-ICE & RW)	\$1,275.00	0	0	0	0	0	0	0	0	0
62	61846	6733484		2768264126		12/28/2016	Refrigerator (KENMORE, 46, 60603, 18.1 TF-A, G)	\$841.00	0	0	0	0	0	0	0	0	0
63	16261	1596232		3775479003		12/22/2016	Refrigerator (KENMORE, 46, 72154, 18.1 TF-A, TF-GLASS/wire)	\$214.70	0	0	0	0	0	0	0	0	0
Total									\$57,138.70	0							

Work Order No.	59613	Local Appliance Vendor	SJ4
Application No.	6587962	Customer Name	
Customer Phone		Installation Address	
Customer Phone (Secondary)	- -	Request Date	9/17/2016
Status	Completed	Status Date	12/29/2016
Heating Fuel Type		Hot Water Heating Fuel Type	
Created By	Bill Morrisette		

	Existing Model #1	Existing Model #2
Select Refrigerator/Freezer		
Location		
Type		
Size cuft		
Color	white	
Model Year / Age / 18		
Serial # 1		
Replacement		
	New Model #1	New Model #2
Model #	46-12822	
Make	KENMORE	
Unit Size - Inches (Height x Width x Depth)	35 X 73.25 X 29	
Unit Cost	\$740.00	
Hinge	Right Side	
Location Size - Inches (Height x Width x Depth)	75 X 75 X 75	
Width of Access - Inches (Door / Hall / Exit Dr.)	30 / /	
Required Date (mm/dd/yyyy)	10/17/2016	

Ordered Date (mm/dd/yyyy)	9/17/2016
Local Agency Comments	
Appliance Delivery Information	
Date of Installation (mm/dd/yyyy)	12/21/2016
Upper Level Delive ry/Additional Charges	
Hinges Cost	
Appliance Vendor Comments	sent 9/19/16

	WaterBed #1	WaterBed #2
Location		
Size		
Unit Cost		
Quantity		
Frame Dimension (Inches) Length X Width X Depth		
Required Date (mm/dd/yyyy)		
Ordered Date (mm/dd/yyyy)		
Local Agency Comments		
Appliance Delivery Information		
Date of Installation (mm/dd/yyyy)		
Upper Level Delive ry/Additional Charges		
Appliance Vendor Comments		

	Existing Model	
Model	whirlpool	BTU 10000
EER	8.5	Serial # 1
Replace existing with 2 units?	No	
	Replacement	
	New Model #1	New Model #2
Model	76120-DO NOT USE- 76120	
BTU	12000	
EER	11.2	

Unit Cost	\$395.00
Dimension - Inches (Height x Width x Depth)	14.5 X 19 X 21.5
Window Opening - Inches (Height x Width)	24 x 24
Required Date (mm/dd/yyyy)	10/17/2016
Ordered Date (mm/dd/yyyy)	9/17/2016
Local Agency Comments	
Appliance Delivery Information	
Date of Installation (mm/dd/yyyy)	12/21/2016
Delivery/Additional Charges	0
Appliance Vendor Comments	sent 9/19/16

Model Number	Location
Service Type	Service Date (mm/dd/yyyy)
Service Charge \$	Approver Name
Comments	

View Electric Billing Summary



Application Management Program -- Application No. 6587962

Application Header | Questionnaire | Actions | Installs | Work Order | Wx, Hs, PgBlk | Documents | Elec. Measure Summary | Billing Summary | Notepad | Adjustment

Charge Id	Service Charge	Electrification	Cost	Mileage Charge		Completion Date	Paid Date	Assigned To	Status	Action
				Miles	Charge					
171530	AMP Appliance Assessment	No	\$160.00			09/17/2016	10/21/2016	Tri-Town Community Action (TRITOWN)	Paid by NG	
171536	Materials Installed by Energy Manager	No	\$335.49			09/17/2016	10/21/2016	Tri-Town Community Action (TRITOWN)	Paid by NG	
171700	AC Replacement Charges	No	\$395.00			12/21/2016	01/06/2017	SMOC	Paid by NG	
171701	Freezer Replacement Charges	No	\$740.00			12/21/2016	01/06/2017	SMOC	Paid by NG	
174678	Weatherization	No	\$900.30			10/26/2016	11/10/2016	Tri-Town Community Action (TRITOWN)	Paid by NG	
Service Charge Total										
\$2,530.79										
Mileage Total										
\$0.00										
Grand Total										
\$2,530.79										

Leverage Information

AMP REVISIT -late or Spec. SVC Leverage Amount	\$
Piggy Back Service Leverage Amount	\$
Weatherization Leverage Amount	\$1,344.25
Heating Systems Leverage Amount	\$
Electric Major Repairs Leverage Amount	\$
Leverage Amount	\$1,344.25

Note: Highlighted color indicates that the adjustment has been done for the leverage amount.

Local Agency Invoices

117072 117920

Lead Appliance Vendor Invoices

120240

Lead Agency Invoices

117344 118156 120283

Kitchen Appliance AC Calc List Change Kitchen Appliance Details

Location or Description	Calc Type	Count	Watts	Hours per Day	Season Factor Enter zero(0) to 1.5			Usage Results kWh/Month			Annual Electricity Use (kWh)	Annual Electricity Cost	% of Total Usage
					SpFall	Win	Sum	SpFall	Win	Sum			
Broiler	D	0	1500.0	0.2	1.0	1.0	0.0	0.0	0.0	0.0	\$0.00		
Coffee Maker	D	1	200.0	2.0	1.0	1.0	9.75	9.75	117.0		\$17.55	1.21	
Dishwasher (air dry)	L	0	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	\$0.00		
Dishwasher	L	0	0.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	\$0.00		
Dishwasher number of LOADS per week				7	E. Dry kWh/load >			.9			Air Dry/load >		.5
Frying Pan	C	0	1200.0	0.25	1.0	1.0	0.0	0.0	0.0	0.0	\$0.00		
Microwave Oven - small	C	0	700.0	0.2	1.0	1.0	0.0	0.0	0.0	0.0	\$0.00		
Microwave Oven - large	C	1	1000.0	0.2	1.0	1.0	6.09	6.09	73.08		\$10.96	0.76	
Oven (Electric)	C	1	3300.0	0.5	1.0	0.8	1.0	50.22	40.18	50.22	\$72.52	5.94	
Range Top	C	1	1188.0	0.75	1.0	0.8	1.0	27.12	21.7	27.12	\$46.38	3.21	
range top - # of burners on				1	avg. watts each			1800			% run time		66
Slow Cooker	D	0	175.0	0.25	1.0	1.0	0.0	0.0	0.0	0.0	\$0.00		
Toaster Oven	D	0	750.0	0.29	1.0	1.0	0.0	0.0	0.0	0.0	\$0.00		
Water Cooler	D	0	180.0	7.0	1.0	1.0	0.0	0.0	0.0	0.0	\$0.00		
Other	D	0	100.0	3.0	1.0	1.0	0.0	0.0	0.0	0.0	\$0.00		

Laundry Change Laundry Details

Location or Description	Calc Type	Count	Watts	Hours per Day	Season Factor Enter zero(0) to 1.5			Usage Results kWh/Month			Annual Electric Use (kWh)	Annual Electric Cost	% of Total Usage
					SpFall	Win	Sum	SpFall	Win	Sum			
Clothes Dryer (GAS)	D	0	200.0	0.0	1.0	1.0	0.0	0.0	0.0	0.0	\$0.00		
	L	1			1.0	1.0	1.0	185.62	185.62	185.62	\$334.12	23.11	
		Minutes per load	50	% of Loads set on Perma - Press	0			Annual Savings			2227.44		
Clothes Dryer (ELECTRIC)			Loads Per Week		Kwh Use Per Month			Proposed Use Per Month			Average Monthly kWh Savings		
	Spring/Fall	14		0	185.62			0.0			185.62		
	Summer	14		0	185.62			0.0			185.62		
	Winter	14		0	185.62			0.0			185.62		
	L	0			1.0	1.0	1.0	0.0	0.0	0.0	\$0.00		
			Loads Per Week		Kwh Use Per Month			Proposed Use Per Month			kWh per load		
	Hot Wash - Electric only	0		0	0.0			0.0			3.92		
	Warm Wash - Electric DHW only	0		0	0.0			0.0			2.1		
	Warm RINSE - Electric DHW only	0		0	0.0			0.0			1.83		
	Cold Water	0		0	0.0			0.0			0.27		
	Wash Cold Annual Savings			0.0	Rinse Cold Annual Savings			0.0			0.0		
Clothes Washer (NOT - Electric DHW)	D	1		1.0	1.0	1.0	13.0	13.0	156.0		\$23.40	1.62	
	D	0		1.0	1.0	1.0	0.0	0.0	0.0	0.0	\$0.00		
Hot Water (Electric)		Electric Hot Water Use Factor		0.0	Note :- Enter use factor, 1.0 = standard, 1.2 to 1.3 = teens who take long or frequent showers, .8 infrequent or sponge baths								

AMP Invoice Data - Electric



Last refresh Date : 9/8/22

Lead Invoice No	Local Invoice No	Local Agency Name	Charge ID	Application No	Charge Type	Amount
120283	120240	Comprehensive Community Action (CCAP)	177669	6733656	AC Replacement Charges	286
120283	120240	Comprehensive Community Action (CCAP)	178055	4555444	AC Replacement Charges	286
120283	120240	East Bay Community Action Program (Self-Help)	176991	2078914	AC Replacement Charges	385
120283	120240	East Bay Community Action Program (Self-Help)	176992	2078914	AC Replacement Charges	325
120283	120240	East Bay Community Action Program (Self-Help)	177123	6713763	AC Replacement Charges	395
120283	120240	East Bay Community Action Program (Self-Help)	177124	6713763	AC Replacement Charges	286
120283	120240	East Bay Community Action Program (Self-Help)	177651	6731420	AC Replacement Charges	286
120283	120240	East Bay Community Action Program (Self-Help)	177678	667848	AC Replacement Charges	325
120283	120240	East Bay Community Action Program (Self-Help)	177698	6736247	AC Replacement Charges	286
120283	120240	East Bay Community Action Program (Self-Help)	178141	6756294	AC Replacement Charges	325
120283	120240	Tri-Town Community Action (TRITOWN)	171700	6587962	AC Replacement Charges	395
120283	120240	Community Action Partnership of Providence (CAPP)	176793	6693098	Freezer Replacement Charges	450
120283	120240	Community Action Partnership of Providence (CAPP)	177179	6719325	Freezer Replacement Charges	325
120283	120240	Tri-Town Community Action (TRITOWN)	171701	6587962	Freezer Replacement Charges	740
120283	120240	West Bay Community Action Partnership (WARWICK)	177686	6736144	Refrigerator Removal Charges	51
120283	120240	Blackstone Valley Community Action (BVCAP)	175807	6691385	Refrigerator Replacement Charges	745
120283	120240	Blackstone Valley Community Action (BVCAP)	177627	6722613	Refrigerator Replacement Charges	731
120283	120240	Blackstone Valley Community Action (BVCAP)	178059	6749351	Refrigerator Replacement Charges	940
120283	120240	Blackstone Valley Community Action (BVCAP)	179250	6626536	Refrigerator Replacement Charges	1275
120283	120240	Community Action Partnership of Providence (CAPP)	175666	6662707	Refrigerator Replacement Charges	1499
120283	120240	Community Action Partnership of Providence (CAPP)	175848	6692712	Refrigerator Replacement Charges	765
120283	120240	Community Action Partnership of Providence (CAPP)	176791	3358616	Refrigerator Replacement Charges	699
120283	120240	Community Action Partnership of Providence (CAPP)	176792	6693098	Refrigerator Replacement Charges	2100
120283	120240	Community Action Partnership of Providence (CAPP)	176794	5891187	Refrigerator Replacement Charges	1350
120283	120240	Community Action Partnership of Providence (CAPP)	177004	5649136	Refrigerator Replacement Charges	1795
120283	120240	Community Action Partnership of Providence (CAPP)	177178	6719325	Refrigerator Replacement Charges	1350
120283	120240	Community Action Partnership of Providence (CAPP)	177674	6733543	Refrigerator Replacement Charges	1789
120283	120240	Community Action Partnership of Providence (CAPP)	177694	6733487	Refrigerator Replacement Charges	735
120283	120240	Community Action Partnership of Providence (CAPP)	177712	6736523	Refrigerator Replacement Charges	1050
120283	120240	Community Action Partnership of Providence (CAPP)	178027	6737395	Refrigerator Replacement Charges	795
120283	120240	Community Action Partnership of Providence (CAPP)	178120	6753138	Refrigerator Replacement Charges	795
120283	120240	Community Action Partnership of Providence (CAPP)	178124	6753646	Refrigerator Replacement Charges	1789
120283	120240	Community Action Partnership of Providence (CAPP)	178135	6754993	Refrigerator Replacement Charges	1095
120283	120240	Community Action Partnership of Providence (CAPP)	178145	6758774	Refrigerator Replacement Charges	1789
120283	120240	Community Action Partnership of Providence (CAPP)	178146	6758771	Refrigerator Replacement Charges	1789
120283	120240	Community Action Partnership of Providence (CAPP)	179256	6733484	Refrigerator Replacement Charges	841
120283	120240	Comprehensive Community Action (CCAP)	176782	6666814	Refrigerator Replacement Charges	850
120283	120240	Comprehensive Community Action (CCAP)	176983	6557528	Refrigerator Replacement Charges	1350
120283	120240	Comprehensive Community Action (CCAP)	177055	6703867	Refrigerator Replacement Charges	1100
120283	120240	Comprehensive Community Action (CCAP)	177128	6713767	Refrigerator Replacement Charges	795
120283	120240	Comprehensive Community Action (CCAP)	177200	6721466	Refrigerator Replacement Charges	795
120283	120240	Comprehensive Community Action (CCAP)	177646	6726983	Refrigerator Replacement Charges	1650
120283	120240	Comprehensive Community Action (CCAP)	177663	6419847	Refrigerator Replacement Charges	1999
120283	120240	Comprehensive Community Action (CCAP)	178056	4555444	Refrigerator Replacement Charges	995
120283	120240	East Bay Community Action Program (Self-Help)	177192	6719323	Refrigerator Replacement Charges	995
120283	120240	East Bay Community Action Program (Self-Help)	177652	6731420	Refrigerator Replacement Charges	795
120283	120240	East Bay Community Action Program (Self-Help)	177653	6731420	Refrigerator Replacement Charges	795
120283	120240	East Bay Community Action Program (Self-Help)	177690	6736134	Refrigerator Replacement Charges	1350
120283	120240	East Bay Community Action Program (Self-Help)	177699	6736247	Refrigerator Replacement Charges	685
120283	120240	East Bay Community Action Program (Self-Help)	178142	6756294	Refrigerator Replacement Charges	685
120283	120240	Tri-Town Community Action (TRITOWN)	176714	6705095	Refrigerator Replacement Charges	1210
120283	120240	Tri-Town Community Action (TRITOWN)	177103	6705092	Refrigerator Replacement Charges	1899
120283	120240	Tri-Town Community Action (TRITOWN)	177107	6705093	Refrigerator Replacement Charges	850
120283	120240	Tri-Town Community Action (TRITOWN)	177639	6725413	Refrigerator Replacement Charges	685
120283	120240	Tri-Town Community Action (TRITOWN)	177641	6725437	Refrigerator Replacement Charges	850
120283	120240	Tri-Town Community Action (TRITOWN)	178067	6749666	Refrigerator Replacement Charges	735
120283	120240	Tri-Town Community Action (TRITOWN)	178127	6753697	Refrigerator Replacement Charges	940
120283	120240	West Bay Community Action Partnership (WARWICK)	177065	6705089	Refrigerator Replacement Charges	699
120283	120240	West Bay Community Action Partnership (WARWICK)	177680	6736135	Refrigerator Replacement Charges	699
120283	120240	West Bay Community Action Partnership (WARWICK)	177685	6736144	Refrigerator Replacement Charges	699
120283	120240	West Bay Community Action Partnership (WARWICK)	177688	6736175	Refrigerator Replacement Charges	1250
120283	120240	West Bay Community Action Partnership (WARWICK)	177705	6590324	Refrigerator Replacement Charges	699
120283	120240	Tri-Town Community Action (TRITOWN)	179717	1599232	Refrigerator Service Charges	214.7
Total						\$57,130.70

AMP Invoice Summary Data



Last refresh Date : 9/8/22

Lead Invoice No	Local Invoice No	Charge ID	Application No	Charge Type	Amount
120283	120240	171700	6587962	AC Replacement Charges	395
120283	120240	176991	2078914		385
120283	120240	176992	2078914		325
120283	120240	177123	6713763		395
120283	120240	177124	6713763		286
120283	120240	177651	6731420		286
120283	120240	177669	6733656		286
120283	120240	177678	667848		325
120283	120240	177698	6736247		286
120283	120240	178055	4555444		286
120283	120240	178141	6756294		325
Total by Charge Type					\$3,580.00

Lead Invoice No	Local Invoice No	Charge ID	Application No	Charge Type	Amount
120283	120240	171701	6587962	Freezer Replacement Charges	740
120283	120240	176793	6693098		450
120283	120240	177179	6719325		325
Total by Charge Type					\$1,515.00

Lead Invoice No	Local Invoice No	Charge ID	Application No	Charge Type	Amount
120283	120240	177686	6736144	Refrigerator Removal Charges	51
Total by Charge Type					\$51.00

Lead Invoice No	Local Invoice No	Charge ID	Application No	Charge Type	Amount
120283	120240	175666	6662707	Refrigerator Replacement Charges	1499
120283	120240	175807	6691385		745
120283	120240	175848	6692712		765
120283	120240	176714	6705095		1210
120283	120240	176782	6666814		850
120283	120240	176791	3358616		699
120283	120240	176792	6693098		2100
120283	120240	176794	5891187		1350
120283	120240	176983	6557528		1350
120283	120240	177004	5649136		1795
120283	120240	177055	6703867		1100
120283	120240	177065	6705089		699
120283	120240	177103	6705092		1899
120283	120240	177107	6705093		850
120283	120240	177128	6713767		795
120283	120240	177178	6719325		1350
120283	120240	177192	6719323		995
120283	120240	177200	6721466		795
120283	120240	177627	6722613		731
120283	120240	177639	6725413		685
120283	120240	177641	6725437		850
120283	120240	177646	6726983		1650
120283	120240	177652	6731420		795
120283	120240	177653	6731420		795
120283	120240	177663	6419847		1999
120283	120240	177674	6733543		1789
120283	120240	177680	6736135		699
120283	120240	177685	6736144		699
120283	120240	177688	6736175		1250
120283	120240	177690	6736134		1350
120283	120240	177694	6733487		735
120283	120240	177699	6736247		685
120283	120240	177705	6590324		699
120283	120240	177712	6736523		1050
120283	120240	178027	6737395		795
120283	120240	178056	4555444		995
120283	120240	178059	6749351		940

120283	120240	178067	6749666		735
120283	120240	178120	6753138		795
120283	120240	178124	6753646		1789
120283	120240	178127	6753697		940
120283	120240	178135	6754993		1095
120283	120240	178142	6756294		685
120283	120240	178145	6758774		1789
120283	120240	178146	6758771		1789
120283	120240	179250	6626536		1275
120283	120240	179256	6733484		841
Total by Charge Type					\$51,770.00

Lead Invoice No	Local Invoice No	Charge ID	Application No	Charge Type	Amount
120283	120240	179717	1599232	Refrigerator Service Charges	214.7
Total by Charge Type					\$214.70

Local Misc Expenses		
Total (Including Local Misc Expenses)		\$57,130.70
Local Agency Admin Fee		
Lead Agency Admin Fee		\$1,550.00
Lead Appliance Vendor Admin Fee		\$1,860.00
Lead Vendor Marketing Fee		
Total Invoice Cost		\$60,540.70

AMP Invoice I



Last refresh Date : 9/8/22

Lead Invoice No	Local Invoice No	Local Agency Name	Charge ID	Application No	Charge Type	Amount
					Total	

AMP Invoice \$



Last refresh Date : 9/8/22

Lead Invoice No	Local Invoice No	Charge ID	Application No	Charge Type	Amount
				Local Misc Expenses	
				Total (including Local Misc Expenses)	
				Local Agency Admin Fee	
				Lead Agency Admin Fee	1550
				Total Invoice Cost	\$1,550.00

AMP Invoice Data - Electric



Last refresh Date : 9/8/22

					Total	

AMP Invoice Data - Electric



Last refresh Date : 9/8/22

					Total	

AMP Invoice Data - Electric



Last refresh Date : 9/8/22

					Total	

AMP Invoice Data - Electric



Last refresh Date : 9/8/22

					Total	

AMP Invoice Data - Electric



Last refresh Date : 9/8/22

					Total	

AMP Invoice I



Last refresh Date : 9/8/22

									Total

AMP Invoice I



Last refresh Date : 9/8/22

									Total

AMP Invoice I



Last refresh Date : 9/8/22

									Total

AMP Invoice I



Last refresh Date : 9/8/22

									Total

AMP Invoice Data - Electric



Last refresh Date : 9/8/22

					Total	

AMP Invoice Data - Electric



Last refresh Date : 9/8/22

Lead Invoice No	Local Agency Name	Local Invoice No	Application No	Charge ID	Charge Type	Total
120283	Comprehensive Community Action (CCAP)	120240	4555444	178055	AC Replacement Charges	286
			6733656	177669	AC Replacement Charges	286
	East Bay Community Action Program (Self-Help)	120240	667848	177678	AC Replacement Charges	325
			2078914	176991	AC Replacement Charges	385
				176992	AC Replacement Charges	325
			6713763	177123	AC Replacement Charges	395
				177124	AC Replacement Charges	286
			6731420	177651	AC Replacement Charges	286
			6736247	177698	AC Replacement Charges	286
			6756294	178141	AC Replacement Charges	325
	Tri-Town Community Action (TRITOWN)	120240	6587962	171700	AC Replacement Charges	395
					Total	\$3,580.00

AMP Invoice Data - Electric



Last refresh Date : 9/8/22

Lead Invoice No	Local Agency Name	Local Invoice No	Application No	Charge ID	Charge Type	Total	
120283	Blackstone Valley Community Action (BVCAP)	120240	6626536	179250	Refrigerator Replacement Charges	1275	
			6691385	175807	Refrigerator Replacement Charges	745	
			6722613	177627	Refrigerator Replacement Charges	731	
			6749351	178059	Refrigerator Replacement Charges	940	
	Community Action Partnership of Providence (CAPP)	120240	3358616	176791	Refrigerator Replacement Charges	699	
			5649136	177004	Refrigerator Replacement Charges	1795	
			5891187	176794	Refrigerator Replacement Charges	1350	
			6662707	175666	Refrigerator Replacement Charges	1499	
			6692712	175848	Refrigerator Replacement Charges	765	
			6693098	176793	Freezer Replacement Charges	450	
				176792	Refrigerator Replacement Charges	2100	
				6719325	Freezer Replacement Charges	325	
					177178	Refrigerator Replacement Charges	1350
				6733484	179256	Refrigerator Replacement Charges	841
				6733487	177694	Refrigerator Replacement Charges	735
				6733543	177674	Refrigerator Replacement Charges	1789
				6736523	177712	Refrigerator Replacement Charges	1050
				6737395	178027	Refrigerator Replacement Charges	795
		6753138	178120	Refrigerator Replacement Charges	795		
		6753646	178124	Refrigerator Replacement Charges	1789		
		6754993	178135	Refrigerator Replacement Charges	1095		
		6758771	178146	Refrigerator Replacement Charges	1789		
	Comprehensive Community Action (CCAP)	120240	6758774	178145	Refrigerator Replacement Charges	1789	
			4555444	178056	Refrigerator Replacement Charges	995	
			6419847	177663	Refrigerator Replacement Charges	1999	
			6557528	176983	Refrigerator Replacement Charges	1350	
			6666814	176782	Refrigerator Replacement Charges	850	
			6703867	177055	Refrigerator Replacement Charges	1100	
			6713767	177128	Refrigerator Replacement Charges	795	
			6721466	177200	Refrigerator Replacement Charges	795	
	East Bay Community Action Program (Self-Help)	120240	6726983	177646	Refrigerator Replacement Charges	1650	
			6719323	177192	Refrigerator Replacement Charges	995	
			6731420	177652	Refrigerator Replacement Charges	795	
				177653	Refrigerator Replacement Charges	795	
			6736134	177690	Refrigerator Replacement Charges	1350	
	Tri-Town Community Action (TRITOWN)	120240	6736247	177699	Refrigerator Replacement Charges	685	
			6756294	178142	Refrigerator Replacement Charges	685	
			1599232	179717	Refrigerator Service Charges	214.7	
			6587962	171701	Freezer Replacement Charges	740	
			6705092	177103	Refrigerator Replacement Charges	1899	
			6705093	177107	Refrigerator Replacement Charges	850	
			6705095	176714	Refrigerator Replacement Charges	1210	
			6725413	177639	Refrigerator Replacement Charges	685	
			6725437	177641	Refrigerator Replacement Charges	850	
			6749666	178067	Refrigerator Replacement Charges	735	
	West Bay Community Action Partnership (WARWICK)	120240	6753697	178127	Refrigerator Replacement Charges	940	
			6590324	177705	Refrigerator Replacement Charges	699	
			6705089	177065	Refrigerator Replacement Charges	699	
			6736135	177680	Refrigerator Replacement Charges	699	
			6736144	177685	Refrigerator Replacement Charges	699	
		6736175	177688	Refrigerator Replacement Charges	1250		
Total						\$53,499.70	

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

Attachment DIV 1-32-3
Appliance Management Program

REDACTED

DIV 1-33
Appliance Management Program

Request:

Please explain in detail the admin work performed by the lead appliance vendor.

Response:

The Lead Appliance Vendor is responsible for taking appliance orders from the Community Action Program (CAP) Agencies and allocating those appliance work orders to the appliance vendors that serve Rhode Island customers. When the customer has been served, the Lead Appliance Vendor will verify the charges and upload the charge to the correct work order within the EE tracking system with the accompanying backup information. The lead Appliance Vendor conducts RFPs for appliance delivery vendors.

DIV 1-34
Appliance Management Program

Request:

How is the lead appliance Admin Vendor charge calculated?

Response:

The Lead appliance Admin Vendor receives \$25 for each dehumidifier replacement and \$30 for all other appliances. The charge is calculated by the number of each type of appliance times the corresponding charge. Please see Attachment DIV 1-34, Calculations tab column "(d)" (page 15 of the attachment).

Invoice Detail (670 Work Orders)													
Line Item #	Work Order #	Application #	Customer Name	Billing Acct #	Customer Phone #	Installation or SVC Date	Description	Total	Net Annual Summer KW	Net Annual kWh	Net Annual MWh	Net Lifetime kWh	Net Lifetime MWh
1	98448	9257080		3976562010		02/29/2020	Refrigerator (GEN ELEC., GBE21DGKWW, 21.0 BF-DOOR-NO ICE)	1155.00	0	0	0	0	0
2	98789	9276661		7842339027		02/20/2020	Refrigerator (GEN ELEC., GTE18ISHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
3	100760	2166003		6453010007		02/29/2020	Refrigerator (GEN ELEC., GSE23GGKW, 23.2 SS-ICE & W)	1462.00	0	0	0	0	0
4	102246	9550318		2617807004		02/19/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
5	103362	9674242		8435283002		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
6	105274	3923178		6616018016		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
7	105603	7353644		3777091123		02/21/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
8	105991	833238		6396562044		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
9	105994	833238		6396562044		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
10	106291	9896728		6324131004		02/24/2020	Refrigerator (GEN ELEC., GPE12FGKBB, 11.6 TF-G)	700.00	0	0	0	0	0
11	106844	4022104		3995841009		02/24/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
12	107218	9926833		2732794019		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
13	107223	9926845		3847445179		02/19/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
14	107556	9926803		35825006		02/21/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
15	107556	9926803		35825006		02/20/2020	Refrigerator (GEN ELEC., GIE18GTHWW, 17.5 TF-A-G-ICE)	769.00	0	0	0	0	0
16	108278	9246080		2768183000		02/29/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
17	108329	10014261		6380265052		02/26/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
18	108332	10014261		6380265052		02/26/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
19	108337	10014261		6380265052		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
20	108911	10030472		9089251024		02/20/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
21	109354	7413175		3775599042		02/23/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
22	109439	7624861		8835484009		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
23	109442	7624861		8835484009		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
24	109445	7624861		8835484009		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
25	109649	10041974		2730468007		02/20/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
26	109588	10049212		1469763005		02/25/2020	Refrigerator (GEN ELEC., GTE18ISHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
27	109964	10058490		2858701132		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
28	109964	10058490		2858701132		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
29	110101	10058824		4105324001		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
30	110267	9166757		8765741051		02/21/2020	Refrigerator (GEN ELECTRIC, GFE26JSMSS, 25.6 TRIO-DRAWER-I&W)	2063.00	0	0	0	0	0
31	110267	9166757		8765741051		02/21/2020	Freezer (GEN ELEC., FUF21DLRWW, 21.0 UF-AUTO)	879.00	0	0	0	0	0
32	110361	10072307		112370055		02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
33	110371	10072307		112370055		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
34	110700	4751889		2562268000		02/20/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
35	110703	4751889		2562268000		02/20/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
36	111188	10108359		8999506033		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
37	111191	10108359		8999506033		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
38	111345	9875371		1638442173		02/29/2020	Freezer (HOTPOINT, HCM7SM, 7.1 CF-MANUAL)	358.00	0	0	0	0	0
39	111499	10145246		250951029		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
40	111504	10145246		250951029		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
41	111507	10145246		250951029		02/29/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
42	111551	5166825		2858157018		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
43	111554	7443774		5350992018		02/28/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
44	111572	10146744		3829572002		02/28/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
45	112006	10183729		6324043009		02/21/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
46	112009	10183729		6324043009		02/21/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
47	112019	10135469		2527950029		02/23/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
48	112123	10183965		8835328024		02/23/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
49	112308	10192330		2881814055		02/24/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
50	112368	899491		2716295002		02/24/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
51	112706	10210514		2527103020		02/27/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
52	112915	2095489		5149432025		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
53	112920	2095489		5149432025		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
54	112923	2095489		5149432025		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
55	112974	7799908		7752399033		02/20/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
56	112977	7799908		7752399033		02/20/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0

57	112980	7799908		7752399033		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
58	112983	7799908		7752399033		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
59	113207	10236681		2602271190		02/24/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
60	113527	10306699		7681871015		02/19/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
61	113527	10306699		7681871015		02/19/2020	Refrigerator (GEN.ELEC., GTE21GTHBB, 21.2 TF-G)	1018.00	0	0	0	0	0
62	113527	10306699		7681871015		02/19/2020	Freezer (HOTPOINT, HCMSSM, 5.1 CF-MANUAL)	325.00	0	0	0	0	0
63	113860	8986203		6270441048		02/24/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
64	113863	8986203		6270441048		02/24/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
65	113772	10322784		9109069042		02/21/2020	Refrigerator (GEN.ELEC., GTE15CTHBB, 14.6 TF-A-W)	665.00	0	0	0	0	0
66	114187	10077679		1637500050		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
67	114328	10351749		7841112022		02/29/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
68	114329	10351749		7841112022		02/29/2020	Freezer (HOTPOINT, HCMSSM, 5.1 CF-MANUAL)	325.00	0	0	0	0	0
69	114331	10351749		7841112022		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
70	114457	10354591		4071757003		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
71	114495	4258047		9088193023		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
72	114495	4258047		9088193023		02/29/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
73	114499	4258047		9088193023		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
74	114809	10368982		1486112057		02/21/2020	Freezer (GEN.ELEC., FUF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
75	110329	5738182		7533976007		02/26/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
76	114066	6385758		6580349020		02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
77	114867	10372228		2655685048		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
78	114870	10372228		2655685048		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
79	114955	10375821		5222960013		02/28/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
80	115048	10378109		5371573031		02/29/2020	Refrigerator (GEN.ELEC., GSE23GSKSS, 23.2 SS-ICE & W)	1572.00	0	0	0	0	0
81	115171	10375820		248612008		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
82	115178	10375820		248612008		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
83	115181	10375820		248612008		02/29/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
84	115683	10418730		8962786025		02/29/2020	Refrigerator (GEN.ELEC., GNE25JKSS, 24.8-TRIO-DRAW-I&W)	1595.00	0	0	0	0	0
85	115687	10418731		7515934118		02/20/2020	Refrigerator (GEN.ELEC., GNE21FSKSS, 20.8 TRIO-DRAW-ICE)	1539.00	0	0	0	0	0
86	115760	4297834		9089534028		02/28/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
87	115807	10427670		9089532024		02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
88	115810	10427670		9089532024		03/01/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
89	115832	10427676		7519775099		02/21/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
90	115932	10431073		385490031		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
91	116027	4367675		4104246026		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
92	116072	10435274		3775824035		02/24/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
93	116218	10441411		7811789006		02/27/2020	Refrigerator (GEN.ELEC., GTE18GTHCC, 17.5 TF-A-G)	737.00	0	0	0	0	0
94	116252	7100259		3814586030		02/21/2020	Refrigerator (GEN.ELEC., GTE18ITHBB, 18.2 TF-A-G)	820.00	0	0	0	0	0
95	116385	10446676		9088503029		02/28/2020	Refrigerator (GEN.ELEC., GTE17GTNWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
96	116506	10336345		4105295041		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
97	116515	10336345		4105295041		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
98	116522	10336345		4105295041		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
99	116526	10336345		4105295041		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
100	116588	7000777		8853052041		02/21/2020	Refrigerator (GEN.ELEC., GSE25GSHSS, 25.4 SS-ICE & W)	1430.00	0	0	0	0	0
101	116625	10453839		385713002		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
102	116628	10453839		385713002		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
103	116635	557753		2879302022		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
104	116635	557753		2879302022		02/29/2020	Refrigerator (GEN.ELEC., GTE17GTNBB, 16.6 TF-A-G)	704.00	0	0	0	0	0
105	116639	557753		2879302022		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
106	116646	7234733		6417832016		02/26/2020	Refrigerator (GEN.ELEC., GTE18ISHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
107	116656	10453854		5370587013		02/21/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
108	116943	10459553		52870005		02/20/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
109	116982	9820427		214056023		02/24/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
110	117140	10475909		1615628068		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
111	117143	10475909		1615628068		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
112	117146	10475909		1615628068		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
113	117167	10476027		1486803008		02/20/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0

114	117168	10476027		1486803008		02/20/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
115	117174	1014746		6468506001		02/21/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
116	117261	10476026		6323992003		02/21/2020	Refrigerator (GEN.ELEC., GIE21GTHBB, 21.2-TF-G-ICE)	985.00	0	0	0	0	0
117	117261	10476026		6323992003		02/21/2020	Refrigerator (GEN.ELEC., GTE18T1HBB, 18.2 TF-A-G)	820.00	0	0	0	0	0
118	117286	10506848		2729571002		02/29/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
119	117287	10506848		2729571002		02/29/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
120	117437	10565120		7861825119		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
121	117441	10565120		7861825119		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
122	117447	10565120		7861825119		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
123	117450	10565120		7861825119		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
124	117466	10565121		6323972172		02/24/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
125	117473	10565121		6323972172		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
126	117476	10565421		9110921008		02/29/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
127	117491	4471171		2879764022		02/27/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
128	117494	4471171		2879764022		02/27/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
129	116018	4116820		5370607010		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
130	116019	4116820		5370607010		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
131	116019	4116820		5370607010		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
132	116019	4116820		5370607010		02/23/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
133	117549	10572660		9089443077		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
134	117549	10572660		9089443077		02/20/2020	Refrigerator (GEN.ELEC., GSE25SHSS, 25.3 SS-ICE & W)	1484.00	0	0	0	0	0
135	117553	10572660		9089443077		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
136	117697	6586312		2825801010		02/20/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
137	117908	10587286		1547243006		02/29/2020	Freezer (HOTPOINT, HCM7SM, 7.1 CF-MANUAL)	358.00	0	0	0	0	0
138	117957	10586244		9108381058		02/21/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
139	117994	4460474		9055948018		02/25/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
140	118038	10588536		7646447062		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
141	118041	10588536		7646447062		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
142	118044	10588536		7646447062		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
143	118047	10588536		7646447062		02/21/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
144	118050	4402066		6488841001		02/20/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
145	118050	4402066		6488841001		02/20/2020	Refrigerator (GEN.ELEC., GTE17G1NWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
146	118054	639226		3942819000		02/21/2020	Refrigerator (GEN.ELEC., GIE18GTHWW, 17.5 TF-A-G-ICE)	769.00	0	0	0	0	0
147	118054	639226		3942819000		02/21/2020	Refrigerator (GE-GO TO, GIE18G1NWW, 17.5 TF-A-G-ICE)	769.00	0	0	0	0	0
148	118065	2142453		2656796031		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
149	118065	2142453		2656796031		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
150	118087	10587291		8854796024		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
151	118087	10587291		8854796024		02/29/2020	Refrigerator (GEN.ELEC., GDE21EGKBB, 20.9 BF-DRAW-ICE)	1293.00	0	0	0	0	0
152	118091	10587291		8854796024		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
153	118094	10587291		8854796024		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
154	118144	10593459		9019344005		02/26/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
155	118147	10593459		9019344005		02/26/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
156	118197	4454909		5350056044		02/20/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
157	118197	4454909		5350056044		02/20/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
158	118201	4454909		5350056044		02/20/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
159	118204	4454909		5350056044		02/20/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
160	118216	4127514		7841476012		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
161	118217	4127514		7841476012		02/23/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
162	118254	9989865		5222144000		02/21/2020	Refrigerator (GEN.ELEC., GTE17G1NWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
163	118276	10597876		7555387013		02/20/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
164	118279	10598311		5095450100		02/29/2020	Refrigerator (GEN.ELEC., GTE18SHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
165	118281	10598315		8890817006		02/20/2020	Refrigerator (GEN.ELEC., GTE18GM, 17.5 TF-A-G)	847.00	0	0	0	0	0
166	118333	10608451		9056033098		02/28/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
167	118333	10608451		9056033098		02/28/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
168	118436	10377790		4124499014		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
169	118436	10377790		4124499014		02/28/2020	Refrigerator (GEN.ELEC., GTE21GTHCC, 21.2-TF-G)	1018.00	0	0	0	0	0
170	118468	10615767		8963015061		02/28/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
171	118519	4465333		4033207013		02/20/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
172	118574	7454303		3775515013		02/20/2020	Refrigerator (GEN.ELECTRIC, GFE26JSMSS, 25.6 TRIO-DRAWER-I&W)	2063.00	0	0	0	0	0

173	118576	7454303		3775515013		02/20/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
174	118578	4593605		6436511023		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
175	118581	4593605		6436511023		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
176	118036	10588414		9088433022		02/20/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
177	118400	10611469		1637505288		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
178	118405	10611469		1637505288		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
179	118410	10611469		1637505288		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
180	118657	10632937		156851017		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
181	118660	10632937		156851017		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
182	118663	10632937		156851017		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
183	118664	10632937		156851017		02/20/2020	Refrigerator (GEN.ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
184	118666	10637096		311814016		03/01/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
185	118671	10637096		311814016		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
186	118674	10637096		311814016		02/29/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
187	118675	3833563		289840044		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
188	118678	3833563		289840044		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
189	118681	3833563		289840044		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
190	118684	10637096		311814016		02/29/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
191	118685	3833563		289840044		02/29/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
192	118725	10637733		7861744066		02/26/2020	Refrigerator (GEN.ELEC., GSE25GSHSS, 28.4 SS-ICE & W)	1430.00	0	0	0	0	0
193	118730	10637733		7861744066		02/26/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
194	118730	10637733		7861744066		02/26/2020	Freezer (HOTPOINT, HCM7SM, 7.1 CF-MANJAL)	358.00	0	0	0	0	0
195	118734	10637733		7861744066		02/26/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
196	118750	4337183		7517375000		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
197	118751	10637746		6269514012		02/29/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
198	118753	10637747		1485641004		02/21/2020	Refrigerator (GEN.ELEC., GFE24JGKBB, 23.8-TRIO-DRAW-I&W)	1979.00	0	0	0	0	0
199	118755	10637747		1485641004		02/21/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
200	118756	10637747		1485641004		02/21/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
201	118760	10637845		1282257015		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
202	118763	10637845		1282257015		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
203	118794	3933405		6508531106		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
204	118798	3933405		6508531106		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
205	118801	3933405		6508531106		02/21/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
206	118804	4365136		4087899012		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
207	118807	4365136		4087899012		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
208	118824	10662748		3849422012		02/26/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
209	118826	10662948		9111000008		02/24/2020	Refrigerator (GEN.ELEC., GTE21GTHBB, 21.2-TF-G)	1018.00	0	0	0	0	0
210	118836	10662813		5369729023		02/23/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
211	118839	10662813		5369729023		02/23/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
212	118842	10662957		1281669002		02/29/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
213	118842	10662957		1281669002		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
214	118846	10662957		1281669002		02/29/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
215	118852	10663078		386594029		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
216	118855	10663078		386594029		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
217	118858	10663078		386594029		02/23/2020	Freezer (HOTPOINT, HCM5SM, 5.1 CF-MANJAL)	325.00	0	0	0	0	0
218	118872	4580255		270256007		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
219	118875	4580255		270256007		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
220	118878	4580255		270256007		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
221	118886	10637849		5222118019		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
222	118886	10637849		5222118019		02/25/2020	Refrigerator (GEN.ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
223	118886	10637849		5222118019		02/25/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
224	118910	10637849		5222118019		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
225	118913	10637850		3975837009		02/25/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
226	118918	10637850		3975837009		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
227	118935	10703784		1637494137		02/21/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
228	118936	10703784		1637494137		02/21/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
229	118939	10703784		1637494137		02/21/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0

230	118942	10703784		1637494137		02/21/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
231	118957	10703806		6287103062		02/29/2020	Refrigerator (GEN ELEC., GTE17GTHWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
232	118959	10703806		6287103062		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
233	118962	10703806		6287103062		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
234	118984	10708286		2656921061		02/21/2020	Refrigerator (GEN ELEC., GTE21GSHSS, 21.2-TF-G)	1111.00	0	0	0	0	0
235	119020	10717847		2527161004		02/20/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
236	119020	10717847		2527161004		02/20/2020	Refrigerator (GEN ELEC., GIE18ISHSS, 18.2 TF-A-GICE)	957.00	0	0	0	0	0
237	119027	10717847		2527161004		02/20/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
238	119028	10718853		93293059		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
239	119033	10718861		5259822006		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
240	119033	10718861		5259822006		02/23/2020	Refrigerator (GEN ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
241	119037	10718861		5259822006		02/23/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
242	119040	10718861		5259822006		02/23/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
243	119043	10718861		5259822006		02/23/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
244	119055	10703784		1637494137		02/21/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
245	119056	10722782		2881421112		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
246	119056	10722782		2881421112		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
247	119056	10722782		2881421112		02/28/2020	Refrigerator (GEN ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
248	114126	4247868		270277024		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
249	114129	4247868		270277024		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
250	114132	4247868		270277024		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
251	114135	4247868		270277024		02/29/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
252	114136	4247868		270277024		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
253	118860	10663078		386594029		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
254	119101	10717787		5349482065		02/25/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
255	119102	10717787		5349482065		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
256	119102	10717787		5349482065		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
257	119106	10717787		5349482065		02/25/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
258	119109	10717787		5349482065		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
259	119147	10723240		3978916007		02/29/2020	Refrigerator (GEN ELEC., GTE21GTHCC, 21.2-TF-G)	1018.00	0	0	0	0	0
260	119149	10723240		3978916007		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
261	119153	10723523		4124614100		02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
262	119153	10723523		4124614100		02/23/2020	Refrigerator (GEN ELEC., GTE21GSHSS, 21.2-TF-G)	1111.00	0	0	0	0	0
263	119157	10723523		4124614100		02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
264	119160	10723523		4124614100		02/23/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
265	119163	10723523		4124614100		02/23/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
266	119164	10723523		4124614100		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
267	119170	10723234		8818944006		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
268	119171	10723234		8818944006		02/26/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
269	119176	10722873		1280976026		02/29/2020	Refrigerator (GEN ELEC., GTE181THWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
270	119187	10709333		2860256008		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
271	119187	10709333		2860256008		02/24/2020	Refrigerator (GEN ELECTRIC, GFE26JSMSS, 25.6 TRIO-DRAWER- I&W)	2063.00	0	0	0	0	0
272	119187	10709333		2860256008		02/24/2020	Refrigerator (GEN ELEC., GNE21FSKSS, 20.8 TRIO-DRAW- ICE)	1539.00	0	0	0	0	0
273	119192	10709333		2860256008		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
274	119192	10709333		2860256008		02/24/2020	Freezer (GEN ELEC., FUF21DLRWW, 21.0 UF-AUTO)	879.00	0	0	0	0	0
275	119196	10709333		2860256008		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
276	119199	10709333		2860256008		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
277	119202	10709333		2860256008		02/24/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
278	119203	10709333		2860256008		02/24/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
279	119204	10723525		8964352018		02/28/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
280	119205	10723526		232373054		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
281	119206	10723526		232373054		02/20/2020	Refrigerator (GEN ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
282	119214	10077707		1336170089		02/25/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
283	119239	10724321		2714097133		02/24/2020	Refrigerator (GEN ELEC., GTE18GSHSS, 17.5 TF-A-G)	847.00	0	0	0	0	0
284	119241	2695787		5280496009		02/21/2020	Refrigerator (GEN ELEC., GTE18GSHSS, 17.5 TF-A-G)	847.00	0	0	0	0	0
285	119246	2695787		5280496009		02/21/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
286	119268	10730702		4871901016		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
287	119325	10731876		6382986027		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0

288	119328	10731876		6382986027		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
289	119331	10731876		6382986027		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
290	119357	10732960		1238297036		02/24/2020	Refrigerator (GEN.ELEC., GTE17GTNWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
291	119370	10732960		1238297036		02/24/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
292	119373	2905307		2600313006		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
293	119378	2905307		2600313006		02/24/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
294	119389	10746338		8835988039		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
295	119392	10746338		8835988039		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
296	119395	10746338		8835988039		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
297	119395	10746338		8835988039		02/23/2020	Refrigerator (GEN.ELEC., GTE181THWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
298	119412	4603971		5370836020		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
299	119426	10750799		170575023		02/23/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
300	119431	10750799		170575023		02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
301	119431	10750799		170575023		02/23/2020	Refrigerator (GEN.ELEC., GTE181THWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
302	119435	10750799		170575023		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
303	119438	10750799		170575023		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
304	119441	10750799		170575023		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
305	119444	10750799		170575023		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
306	119491	10760613		2768011063		02/21/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
307	119494	10760613		2768011063		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
308	119508	10760624		6416947116		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
309	119517	10762803		6341133057		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
310	119521	10762803		6341133057		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
311	119526	10762803		6341133057		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
312	119529	10762803		6341133057		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
313	119557	4337184		6270292063		02/28/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
314	119593	10767246		5022264003		02/20/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
315	119594	10767246		5022264003		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
316	119595	10767248		32754000		02/20/2020	Refrigerator (GEN.ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
317	119597	10767248		32754000		02/20/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
318	119598	10767248		32754000		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
319	119625	4593695		1506181005		02/29/2020	Refrigerator (GEN.ELEC., GSE25SHSS, 25.3 SS-ICE & W)	1484.00	0	0	0	0	0
320	119632	4555444		4104053012		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
321	119635	4555444		4104053012		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
322	119728	10772301		2678121010		02/25/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
323	119729	10771466		7517035029		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
324	119729	10771466		7517035029		02/29/2020	Refrigerator (GEN.ELEC., GTE181THWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
325	119729	10771466		7517035029		02/29/2020	Refrigerator (GEN.ELEC., GTE181THWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
326	119734	10771466		7517035029		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
327	119737	10771466		7517035029		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
328	119740	10771467		33281015		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
329	119743	10771467		33281015		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
330	119747	10771469		5223049013		02/23/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
331	119750	10772361		2618497048		02/24/2020	Refrigerator (GEN.ELEC., GFE24JSKSS, 23.8-TRIO-DRAW- I&W)	2089.00	0	0	0	0	0
332	119763	10772452		7664380006		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
333	119820	4604753		1616116012		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
334	119820	4604753		1616116012		02/29/2020	Freezer (GEN.ELEC., FUF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
335	119824	4604753		1616116012		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
336	119854	10772557		3924268005		02/25/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
337	119857	10772563		4105459054		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
338	119860	10772563		4105459054		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
339	119863	10772563		4105459054		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
340	119867	10772563		4105459054		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
341	119482	10758661		385598041		02/19/2020	Refrigerator (GEN.ELEC., GTE18ISHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0

342	119766	10772454		5094565022		02/27/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
343	119769	10772454		5094565022		02/27/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
344	119772	10772463		1469325103		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
345	119772	10772463		1469325103		02/24/2020	Refrigerator (GEN ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
346	119779	10772468		3847883080		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
347	119782	10772468		3847883080		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
348	119787	10772468		3847883080		02/25/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
349	119800	10772454		5094565022		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
350	119902	10803814		7810514014		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
351	119905	10803814		7810514014		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
352	119908	10803810		6436075068		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
353	119911	10803810		6436075068		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
354	119915	10803810		6436075068		02/23/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
355	119921	10803818		4088427010		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
356	119926	10803850		7643177009		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
357	119929	10803850		7643177009		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
358	119932	10803818		4088427010		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
359	119935	10803818		4088427010		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
360	119938	10803844		9000228034		02/19/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
361	119939	10803844		9000228034		02/19/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
362	119943	10803818		4088427010		02/29/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
363	119946	10803849		1599552012		02/25/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
364	119947	10803825		3849846003		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
365	119958	10804409		131477024		02/19/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
366	119120	620208		1616519004		02/28/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
367	119227	825548		385491001		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
368	119986	10805467		3960304084		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
369	120082	10806004		7628093002		02/24/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
370	120082	10806004		7628093002		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
371	120082	10806004		7628093002		02/24/2020	Refrigerator (GEN ELEC., GTE21GSHSS, 21.2-TF-G)	1111.00	0	0	0	0	0
372	120037	10805947		2529075001		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
373	120067	10805971		5025056110		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
374	120070	10805971		5025056110		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
375	120073	10805971		5025056110		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
376	120076	10805971		5025056110		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
377	120079	10805971		5025056110		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
378	120080	840528		9055884019		02/24/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
379	120086	840528		9055884019		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
380	120096	10806004		7628093002		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
381	120103	4468709		2859899000		02/25/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
382	120106	4468709		2859899000		02/25/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
383	120128	2994339		6506558001		02/24/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
384	120129	2994339		6506558001		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
385	120132	2994339		6506558001		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
386	120144	651302		7627465040		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
387	120135	10808888		112454109		02/26/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
388	120165	10808406		7518534003		02/25/2020	Refrigerator (GEN ELEC., GTE21GTHCC, 21.2-TF-G)	1018.00	0	0	0	0	0
389	120167	10808406		7518534003		02/25/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
390	120168	10767233		2581995004		02/24/2020	Refrigerator (GEN ELEC., GTE18TTHWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
391	120170	10767233		2581995004		02/24/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
392	120189	10810244		6615820012		02/27/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
393	120189	10810244		6615820012		02/27/2020	Refrigerator (GEN ELEC., GTE18TTHWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
394	120193	10810244		6615820012		02/27/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
395	120196	10810244		6615820012		02/27/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
396	120206	10810450		33374015		02/24/2020	Refrigerator (GE-GO TO, GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
397	120211	5573995		8962935000		02/24/2020	Refrigerator (GEN ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
398	120213	5573995		8962935000		02/24/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
399	120222	10810455		6396733070		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0

400	120225	10810455		6396733070		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
401	120228	4501878		5370939008		02/19/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
402	120271	3959759		6596893011		02/19/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
403	120272	3959759		6596893011		02/19/2020	Freezer (HOTPOINT, HCM9DM, 9.4 CF-MANUAL)	439.00	0	0	0	0	0
404	120300	10830227		3847415019		02/26/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
405	120339	10830549		3847392084		02/19/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
406	120342	10830549		3847392084		02/19/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
407	120342	10830549		3847392084		02/19/2020	Refrigerator (GEN ELECTRIC, GFE26JSMSS, 25.6 TRIO-DRAWER-I&W)	2063.00	0	0	0	0	0
408	120371	5573995		8962935000		02/24/2020	Refrigerator (GEN ELEC., GZS22DSJSS, 21.9 SS-I & W-COUNT)	1805.00	0	0	0	0	0
409	120402	10831418		5097152009		02/24/2020	Refrigerator (GEN ELEC., GIE21GTHWW, 21.2-TF-G-ICE)	985.00	0	0	0	0	0
410	120416	10834171		7752011034		02/23/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
411	120419	10834171		7752011034		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
412	120422	10834171		7752011034		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
413	120425	10834171		7752011034		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
414	120433	645892		6471753014		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
415	120441	10834173		6468885007		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
416	120441	10834173		6468885007		02/20/2020	Refrigerator (GEN ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
417	120441	10834173		6468885007		02/20/2020	Freezer (GEN ELEC., FUF17DLRWW, 17.3-AUTO)	781.00	0	0	0	0	0
418	120446	10834173		6468885007		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
419	120452	10834173		6468885007		02/20/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
420	120455	10834173		6468885007		02/20/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
421	120456	10834173		6468885007		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
422	120475	10834205		8962299009		02/20/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
423	120475	10834205		8962299009		02/20/2020	Refrigerator (GEN ELEC., GSE26JSHSS, 25.4 SS-ICE & W)	1430.00	0	0	0	0	0
424	120475	10834205		8962299009		02/20/2020	Freezer (GEN ELEC., FUF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
425	120480	10834205		8962299009		02/20/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
426	120483	10834205		8962299009		02/20/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
427	120486	10834205		8962299009		02/20/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
428	120502	10834207		5021661026		02/29/2020	Refrigerator (GEN ELEC., GTE17GSN, 16.6 TF-A-G)	803.00	0	0	0	0	0
429	120504	10834207		5021661026		02/29/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
430	120511	4555444		4104053012		02/23/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
431	120520	10844068		5077121017		02/20/2020	Refrigerator (GEN ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
432	120522	10844068		5077121017		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
433	120534	10844155		4014452025		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
434	120534	10844155		4014452025		02/28/2020	Refrigerator (GEN ELECTRIC, GFE26JSMSS, 25.6 TRIO-DRAWER-I&W)	2063.00	0	0	0	0	0
435	120538	10844155		4014452025		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
436	120541	10844155		4014452025		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
437	120544	10844171		3848415013		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
438	120547	10844171		3848415013		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
439	120550	10844171		3848415013		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
440	120553	10844176		290503007		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
441	120556	10844176		290503007		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
442	120561	10844176		290503007		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
443	120564	10844176		290503007		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
444	120569	10844261		8964287034		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
445	120573	10844261		8964287034		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
446	120601	10845041		5260656036		02/19/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
447	120664	10847879		3847020029		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
448	120664	10847879		3847020029		02/25/2020	Refrigerator (GEN ELEC., GZS22DSJSS, 21.9 SS-I & W-COUNT)	1805.00	0	0	0	0	0
449	120668	10847879		3847020029		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
450	120671	10847879		3847020029		02/25/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
451	120718	10850129		289823016		02/26/2020	Refrigerator (GEN ELEC., GTE21GTHCC, 21.2-TF-G)	1018.00	0	0	0	0	0
452	120747	10866208		1468893031		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
453	120755	10866208		1468893031		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
454	120764	10866208		1468893031		02/25/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0

455	120767	10866208		1468893031		02/25/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
456	120770	10866208		1468893031		02/25/2020	AC (AEM08LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
457	120803	10850555		34191010		02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
458	120803	10850555		34191010		02/23/2020	Refrigerator (GEN.ELEC., GDE21EGKWW, 20.9 BF-DRAW-ICE)	1293.00	0	0	0	0	0
459	120807	10850555		34191010		02/23/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
460	120808	10850555		34191010		02/23/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
461	120809	10850159		5024325116		02/27/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
462	120813	10867062		7517010031		02/27/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
463	120816	698201		7607295015		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
464	120819	698201		7607295015		02/24/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
465	120820	698201		7607295015		02/24/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
466	120682	10849610		4106226068		02/23/2020	Refrigerator (GEN.ELEC., GTE17GTNWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
467	120843	10867073		5022302008		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
468	120843	10867073		5022302008		02/29/2020	Refrigerator (GEN.ELEC., GTE17GSN, 16.6 TF-A-G)	803.00	0	0	0	0	0
469	120847	10867073		5022302008		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
470	120850	10386108		6420518007		02/24/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
471	120853	10867074		3829557041		02/29/2020	Refrigerator (GEN.ELEC., GTE21GSHSS, 21.2 TF-G)	1111.00	0	0	0	0	0
472	120855	10867074		3829557041		02/29/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
473	120856	10867074		3829557041		02/29/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
474	120858	10355028		1413981059		02/24/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
475	120866	10869663		1615769082		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
476	120869	10869663		1615769082		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
477	120878	10869652		36908148		02/21/2020	Refrigerator (GEN.ELEC., GTE181THWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
478	120889	10870695		6596009224		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
479	120900	10871183		5349535034		02/21/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
480	120917	10877911		5351161035		02/19/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
481	120918	10877918		292734000		02/23/2020	Freezer (HOTPOINT, HCMSSM, 5.1 CF-MANUAL)	325.00	0	0	0	0	0
482	120973	10891374		7840917014		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
483	120976	10891374		7840917014		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
484	120989	555112		3980227015		02/24/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
485	120997	555112		3980227015		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
486	121008	10902701		4071454016		02/21/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
487	121018	8644223		132014030		02/25/2020	Refrigerator (GEN.ELEC., GFE24JGKWW, 23.8-TRIO-DRAW-I&W)	1979.00	0	0	0	0	0
488	121036	4714647		4104138001		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
489	121037	4714647		4104138001		02/23/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
490	121038	4714647		4104138001		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
491	121044	4714647		4104138001		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
492	121047	4714647		4104138001		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
493	121085	10917822		1434198018		02/25/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
494	121085	10917822		1434198018		02/25/2020	Freezer (GEN.ELEC., FUF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
495	121096	10917822		1434198018		02/25/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
496	121077	6228391		6528269012		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
497	121082	6228391		6528269012		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
498	121088	6228391		6528269012		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
499	121091	6228391		6528269012		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
500	121099	6228391		6528269012		02/26/2020	Refrigerator (GEN.ELEC., GTE181SHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
501	121111	10930938		7812140067		02/29/2020	Refrigerator (GEN.ELEC., GSE25GGHBB, 25.4 SS-ICE & W)	1287.00	0	0	0	0	0
502	121111	10930938		7812140067		02/29/2020	Refrigerator (GEN.ELEC., GTE21GTHBB, 21.2 TF-G)	1018.00	0	0	0	0	0
503	121148	4706524		5350779006		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
504	121151	4706524		5350779006		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
505	121157	10902735		9087732008		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
506	121160	10902735		9087732008		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
507	121175	10965403		2729451005		02/24/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
508	121179	10965403		2729451005		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
509	121182	10965403		2729451005		02/24/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
510	121183	10965403		2729451005		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
511	121196	10970094		7715382047		02/25/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
512	121196	10970094		7715382047		02/25/2020	Refrigerator (GEN.ELEC., GFE24JGKWW, 23.8-TRIO-DRAW-I&W)	1979.00	0	0	0	0	0

513	121200	10970094		7715382047		02/25/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
514	121216	1966899		7752144029		02/27/2020	Freezer (HOTPOINT, HCMSSM, 5.1 CF-MANUAL)	325.00	0	0	0	0	0
515	121218	10982864		8946994027		02/29/2020	Refrigerator (GEN.ELEC., GTE18GSHSS, 17.5 TF-A-G)	847.00	0	0	0	0	0
516	121222	10982864		8946994027		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
517	121225	10982864		8946994027		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
518	121228	10982864		8946994027		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
519	121247	537270		7571633001		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
520	121250	537270		7571633001		02/25/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
521	121252	10982965		7752943086		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
522	121255	10982965		7752943086		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
523	121267	3085131		2732956019		02/26/2020	Refrigerator (GEN.ELEC., GSE25SHSS, 25.3 SS-ICE & W)	1484.00	0	0	0	0	0
524	121271	3085131		2732956019		02/26/2020	Freezer (GEN.ELEC., FUF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
525	121273	3085131		2732956019		02/12/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
526	121274	3085131		2732956019		02/26/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
527	121277	3085131		2732956019		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
528	121292	10982984		3864729021		02/25/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
529	121292	10982984		3864729021		02/25/2020	Refrigerator (GEN.ELEC., GTE18THWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
530	121303	10982990		193265020		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
531	121309	10982990		193265020		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
532	121309	10982990		193265020		02/23/2020	Refrigerator (GEN.ELEC., GTE18THWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
533	110396	3247821		6341539004		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
534	110390	3247821		6341539004		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
535	110393	3247821		6341539004		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
536	121328	10991979		6595975014		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
537	121328	10991979		6595975014		02/29/2020	Refrigerator (GEN.ELEC., GTE21GTHCC, 21.2-TF-G)	1018.00	0	0	0	0	0
538	121332	10991979		6595975014		02/29/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
539	121341	10970097		2729781008		02/20/2020	Refrigerator (GEN.ELEC., GNE25JGKWW, 24.8-TRIO-DRAW-I&W)	1535.00	0	0	0	0	0
540	121343	10970098		3976076037		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
541	121343	10970098		3976076037		02/27/2020	Refrigerator (GEN.ELEC., GTE21GTHBB, 21.2-TF-G)	1018.00	0	0	0	0	0
542	121343	10970098		3976076037		02/27/2020	Freezer (GEN.ELEC., FUF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
543	121363	10996506		5317155011		02/24/2020	Refrigerator (GEN.ELEC., GTE21GSHSS, 21.2-TF-G)	1111.00	0	0	0	0	0
544	121365	10996509		170481062		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
545	121365	10996509		170481062		02/29/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
546	121369	10996509		170481062		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
547	121373	10996512		6506207090		02/25/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
548	121374	10996512		6506207090		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
549	121374	10996512		6506207090		02/25/2020	Refrigerator (GEN.ELEC., GTE18SHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
550	121378	10996512		6506207090		02/25/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
551	121381	10996512		6506207090		02/25/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
552	121384	2405965		8890625008		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
553	121384	2405965		8890625008		02/26/2020	Freezer (GEN.ELEC., FCM11PHWW, 10.6 CF-MANUAL)	439.00	0	0	0	0	0
554	121388	2405965		8890625008		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
555	121392	10997780		2530005024		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
556	121395	10996520		6581470024		02/23/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
557	121398	10997780		2530005024		02/20/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
558	121405	713398		2655761052		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
559	121414	713398		2655761052		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
560	121417	10997797		1451023038		02/27/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
561	121417	10997797		1451023038		02/27/2020	Refrigerator (GEN.ELECTRIC, GFE26JSMSS, 25.6 TRIO-DRAWER-I&W)	2063.00	0	0	0	0	0
562	121421	713398		2655761052		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
563	121424	10997797		1451023038		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
564	121427	713398		2655761052		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
565	121430	10997797		1451023038		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
566	121433	10997797		1451023038		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
567	121436	10997797		1451023038		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
568	121441	10998257		6617306006		02/24/2020	Refrigerator (GEN.ELEC., GIE21GTHWW, 21.2-TF-G-ICE)	985.00	0	0	0	0	0
569	121443	10998257		6617306006		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
570	121444	10998257		6617306006		02/24/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
571	121453	10998260		9071934005		02/20/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0

572	121094	10902733		350842116		02/23/2020	Refrigerator (GE-GO TO, GTE18GNSSS, 17.5 TF-A-G)	847.00	0	0	0	0	0
573	121469	10999845		9020383036		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
574	121469	10999845		9020383036		02/24/2020	Refrigerator (GEN ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
575	121476	10999840		8911149005		02/27/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
576	121495	10999863		8948003001		02/24/2020	AC (AEM12AX, 10000, 12000 BTU)	510.00	0	0	0	0	0
577	121495	10999863		8948003001		02/24/2020	Refrigerator (GEN ELEC., GTE18THWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
578	121499	10999842		5333893007		02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
579	121504	10999884		5112843012		02/24/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
580	121505	4749345		1544560019		02/25/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
581	121506	10999886		1433374023		02/24/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
582	121509	10996485		5226640094		02/24/2020	Refrigerator (GEN ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
583	121530	10996486		8468982001		02/24/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
584	121531	6527433		8764482080		02/24/2020	Refrigerator (GEN ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
585	121533	4469167		2879343014		02/19/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
586	121545	11009672		7519908025		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
587	121618	11015144		9072062008		02/24/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
588	121621	11015144		9072062008		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
589	121624	11015144		9072062008		02/24/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
590	121627	11015144		9072062008		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
591	121633	11015256		4071050018		02/28/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
592	121634	11015256		4071050018		02/28/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
593	121637	11015256		4071050018		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
594	121640	11015256		4071050018		02/28/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
595	121647	11015263		2602019010		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
596	121650	4729524		9088147003		02/27/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
597	121650	4729524		9088147003		02/27/2020	Refrigerator (GEN ELEC., GBE21DGKBB, 21.0 BF-DOOR-NO ICE)	1155.00	0	0	0	0	0
598	121654	4729524		9088147003		02/27/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
599	121688	7306901		3976286024		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
600	121689	7306901		3976286024		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
601	121706	11015337		8764069005		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
602	121707	11015337		8764069005		02/24/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
603	121726	11015339		5222356037		02/29/2020	Refrigerator (GE-GO TO, GTE18GNSSS, 17.5 TF-A-G)	847.00	0	0	0	0	0
604	121734	11015343		2526607029		02/29/2020	Refrigerator (GEN ELEC., GTE18SHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
605	121749	11015361		2858381041		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
606	121753	11015361		2858381041		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
607	121759	4714646		4124360018		02/27/2020	Refrigerator (GEN ELEC., GNE21FSKSS, 20.8 TRIO-DRAW-ICE)	1539.00	0	0	0	0	0
608	121761	11016903		7681886016		02/20/2020	Refrigerator (GEN ELEC., GZS22DGJWW, 21.9 SS-I & W-COUNT)	1594.00	0	0	0	0	0
609	121763	11016907		3959227021		02/26/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
610	121845	11016988		3942905065		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
611	121845	11016988		3942905065		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
612	121845	11016988		3942905065		02/24/2020	Refrigerator (GEN ELEC., GTE18SHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
613	121845	11016988		3942905065		02/24/2020	Freezer (GEN ELEC., FUJF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
614	121851	11016988		3942905065		02/24/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
615	121854	11016988		3942905065		02/24/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
616	121885	11017817		368096002		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
617	121885	11017817		368096002		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
618	121891	11017817		368096002		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
619	121896	11017833		2882589042		02/28/2020	Refrigerator (GEN ELEC., GTE16DTNCC, 15.6 TF-A-W)	665.00	0	0	0	0	0
620	121900	11017842		7700546039		02/28/2020	Refrigerator (GEN ELEC., GSE250SHSS, 25.4 SS-ICE & W)	1430.00	0	0	0	0	0
621	121979	621212		2526571006		02/29/2020	Refrigerator (GEN ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
622	121979	621212		2526571006		02/29/2020	Refrigerator (GEN ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
623	121985	11026991		6507707053		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
624	121988	11026995		270806025		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
625	121991	11026995		270806025		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
626	122015	11027244		6380435027		02/27/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
627	122067	11029776		2697411002		02/29/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
628	122071	11029776		2697411002		02/29/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
629	122072	11029776		2697411002		02/29/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
630	122106	11027244		6380435027		02/27/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0

631	122125	11030394		408466017		02/24/2020	Refrigerator (GEN.ELEC., GTE21GSHSS, 21.2-TF-G)	1111.00	0	0	0	0	0
632	122130	11030394		408466017		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
633	122213	11031577		3846895095		02/23/2020	Refrigerator (GEN.ELEC., GTE17GTNWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
634	122229	651024		7752056006		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
635	122229	651024		7752056006		02/29/2020	Refrigerator (GEN.ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
636	122233	651024		7752056006		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
637	122236	651024		7752056006		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
638	122252	6317362		5242271017		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
639	122276	11016902		7665038010		02/29/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
640	122278	11016902		7665038010		02/29/2020	Freezer (HOTPOINT, HCM7SM, 7.1 CF-MANUAL)	358.00	0	0	0	0	0
641	122280	11016902		7665038010		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
642	122283	11016902		7665038010		02/29/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
643	122296	11032709		5260317007		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
644	122296	11032709		5260317007		02/29/2020	Freezer (HOTPOINT, HCM7SM, 7.1 CF-MANUAL)	358.00	0	0	0	0	0
645	122299	11032709		5260317007		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
646	122306	11032806		5189103003		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
647	122306	11032806		5189103003		02/29/2020	Refrigerator (GEN.ELEC., GNE25JKSS, 24.8-TRIO-DRAW-I&W)	1595.00	0	0	0	0	0
648	122317	11032806		5189103003		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
649	122320	11032806		5189103003		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
650	122337	11032826		7344198015		02/28/2020	Refrigerator (GEN.ELEC., GTE18SHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
651	122339	11032826		7344198015		02/28/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
652	122344	11032829		1469626098		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
653	122398	11037947		6272462018		02/29/2020	Refrigerator (GE-GO TO, GTE18GTNWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
654	122404	11037947		6272462018		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
655	122409	11039317		1640782020		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
656	122409	11039317		1640782020		02/29/2020	Refrigerator (GE-COUNT., GYE22HSKSS, 22.2-TRIO-DRAW-I&W)	2420.00	0	0	0	0	0
657	122420	11039317		1640782020		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
658	122423	11039317		1640782020		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
659	122464	11045083		7645364046		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
660	122464	11045083		7645364046		02/27/2020	Refrigerator (GE-GO TO, GTE18GSNSS, 17.5 TF-A-G)	847.00	0	0	0	0	0
661	122471	11045083		7645364046		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
662	122485	11045088		3888566026		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
663	122492	11045088		3888566026		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
664	122520	11046845		5208491093		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
665	122531	11050858		5226189005		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
666	122534	11050858		5226189005		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
667	122591	11032726		6269657030		02/28/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
668	122594	11032726		6269657030		02/28/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
669	122597	11032727		3829680045		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
670	122601	11032727		3829680045		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
671	122604	11032727		3829680045		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
672	122609	11032728		7714738009		02/28/2020	Refrigerator (GE-GO TO, GTE18GSNSS, 17.5 TF-A-G)	847.00	0	0	0	0	0
673	122611	11032728		7714738009		02/28/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
674	122621	11030628		6270819000		02/29/2020	Refrigerator (GEN.ELEC., GFE24JKBB, 23.8-TRIO-DRAW-I&W)	1979.00	0	0	0	0	0
675	122623	11030628		6270819000		02/29/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
676	122637	11054229		1486004023		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
677	122640	11054229		1486004023		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
678	122643	11054229		1486004023		02/27/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
679	122646	11054229		1486004023		02/27/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
680	122668	11054230		8764251021		02/29/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
681	122666	11054230		8764251021		02/29/2020	Refrigerator (GEN.ELEC., GTE17GTNWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
682	122670	11030630		3976795000		02/25/2020	Refrigerator (GEN.ELEC., GNE25JKWW, 24.8-TRIO-DRAW-I&W)	1535.00	0	0	0	0	0
683	122670	11030630		3976795000		02/25/2020	Freezer (GEN.ELEC., FCM11PHWW, 10.6 CF-MANUAL)	439.00	0	0	0	0	0
684	122673	11030630		3976795000		02/25/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0

685	122699	4733070		7841825006		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
686	122699	4733070		7841825006		02/28/2020	Refrigerator (GE-NEW, GWE19JLSLSS, 18.6 TRIO-CNT-I&W)	1899.00	0	0	0	0	0
687	122703	11054440		1355389044		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
688	122706	4733070		7841825006		02/28/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
689	122721	7031758		194504026		02/24/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
690	122741	11054727		74696165		02/29/2020	Refrigerator (GEN ELEC., GPE12FGKBB, 11.6 TF-G)	700.00	0	0	0	0	0
691	122758	11054276		7517238011		02/27/2020	Refrigerator (GEN ELEC., GFE24JSKSS, 23.8-TRIO-DRAW-I&W)	2089.00	0	0	0	0	0
692	122760	11054276		7517238011		02/27/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
693	122786	11054830		288916067		03/02/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
694	122789	11054830		288916067		02/26/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
695	122792	11054828		6579869075		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
696	122813	11054861		5371699058		02/29/2020	Refrigerator (GEN ELEC., GTE17GTHBB, 16.6 TF-A-G)	704.00	0	0	0	0	0
697	122815	11054861		5371699058		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
698	122832	11054871		7519373013		02/29/2020	Refrigerator (GEN ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
699	122835	11054873		8910674027		02/26/2020	Refrigerator (GEN ELEC., GZS22DGJBB, 21.9 SS-I & W-COUNT)	1594.00	0	0	0	0	0
700	122837	11054873		8910674027		02/26/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
701	122845	9911449		9090502194		02/24/2020	Refrigerator (GEN ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
702	122939	6476770		6350440028		02/24/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
703	122940	5087312		8874412010		02/21/2020	Refrigerator (GEN ELEC., GTE21GTHBB, 21.2-TF-G)	1018.00	0	0	0	0	0
704	122942	5087312		8874412010		02/21/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
705	122867	7432116		6452786011		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
706	122875	7432116		6452786011		02/29/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
707	122883	7432116		6452786011		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
708	122910	4764809		5318384007		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
709	122913	4764809		5318384007		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
710	122916	4764809		5318384007		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
711	122921	11063163		232159036		02/26/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
712	122921	11063163		232159036		02/26/2020	Freezer (GEN ELEC., FUF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
713	122925	11063163		232159036		02/26/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
714	122930	11063163		232159036		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
715	122936	11063163		232159036		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
716	122943	3810580		5172358025		02/26/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
717	122945	3810580		5172358025		02/26/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
718	122948	3810580		5172358025		02/26/2020	Freezer (GEN ELEC., FUF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
719	123011	11085128		7753160009		02/26/2020	Refrigerator (GE-NEW, GIE19JNSNS, 17.5 TF-A-G-ICE)	957.00	0	0	0	0	0
720	123052	4180152		6435927009		02/29/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
721	123053	4180152		6435927009		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
722	120593	10845041		5260656036		02/26/2020	Refrigerator (GEN ELEC., GIE18SHSS, 18.2 TF-A-G-ICE)	957.00	0	0	0	0	0
723	120598	10845041		5260656036		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
724	123142	11102750		8911082005		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
725	123145	11102750		8911082005		02/29/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
726	123163	11102750		8911082005		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
727	123191	11085775		6269777135		02/27/2020	Refrigerator (GE-GO TO, GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
728	123250	11126035		7862187001		02/27/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
729	123253	11126035		7862187001		02/27/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
730	123256	11125940		5024527030		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
731	123279	880874		1355687027		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
732	123282	880874		1355687027		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
733	123285	880874		1355687027		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
734	123288	880874		1355687027		02/29/2020	Refrigerator (GE-NEW, GIE19JNSNS, 17.5 TF-A-G-ICE)	957.00	0	0	0	0	0
735	123290	880874		1355687027		02/29/2020	Freezer (GEN ELEC., FUF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
736	123344	11130650		7642745076		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
737	123350	11131907		6597709018		02/28/2020	Refrigerator (GEN ELEC., GTE17GTHBB, 16.6 TF-A-G)	704.00	0	0	0	0	0
738	123352	11131907		6597709018		02/28/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
739	123381	11133354		7628023000		02/26/2020	AC (AEM06LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
740	123381	11133354		7628023000		02/26/2020	Refrigerator (GEN ELEC., GTE18GSHSS, 17.5 TF-A-G)	847.00	0	0	0	0	0
741	123399	11133381		4034859093		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0

742	123402	11133381		4034859093		02/29/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
743	123461	11133988		5260719001		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
744	123461	11133988		5260719001		02/29/2020	Refrigerator (GE-NEW, GIE17GSN, 16.6 TF-A-G-ICE)	845.00	0	0	0	0	0
745	123596	11136981		174432029		02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
746	123821	10772293		7842767049		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
747	122384	2310826		153274018		02/24/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
748	121041	4714647		4104138001		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
749	123513	11133993		7666010016		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
							Total		422198.00	0	0	0	0

Row Labels	Count of Billing Acct #	Sum of Total	(d)	(e)	(f)	
			Lead Appliance Admin Charge	Lead appliance admin charge calculation	Lead Agency admin charge calculation	Price
AC (AEM06LX, 6000, 6000 BTU)	191	\$68,760.00	\$30.00	\$5,730.00	\$4,775.00	\$360
AC (AEM08LX, 8000, 8000 BTU)	69	\$28,290.00	\$30.00	\$2,070.00	\$1,725.00	\$410
AC (AEM10AX, 10000, 10000 BTU)	41	\$20,910.00	\$30.00	\$1,230.00	\$1,025.00	\$510
AC (AEM12AX, 12000, 12000 BTU)	35	\$18,200.00	\$30.00	\$1,050.00	\$875.00	\$520
AC (AHM05LY, 5000, 5000 BTU)	80	\$24,400.00	\$30.00	\$2,400.00	\$2,000.00	\$305
Custom Work Order Charges - Clothes Washer	86	\$64,246.00	\$30.00	\$2,580.00	\$2,150.00	\$747
Custom Work Order Charges - Dehumidifier	72	\$23,601.00	\$25.00	\$1,800.00	\$1,800.00	\$328
Freezer (GEN.ELEC., FCM11PHWW, 10.6 CF-MANUAL)	2	\$878.00	\$30.00	\$60.00	\$50.00	\$439
Freezer (GEN.ELEC., FUF14DLRWW, 14.1UF-AUTO)	10	\$6,490.00	\$30.00	\$300.00	\$250.00	\$649
Freezer (GEN.ELEC., FUF17DLRWW, 17.3-AUTO)	1	\$781.00	\$30.00	\$30.00	\$25.00	\$781
Freezer (GEN.ELEC., FUF21DLRWW, 21.0 UF-AUTO)	2	\$1,758.00	\$30.00	\$60.00	\$50.00	\$879
Freezer (HOTPOINT, HCM5SM, 5.1 CF-MANUAL)	5	\$1,625.00	\$30.00	\$150.00	\$125.00	\$325
Freezer (HOTPOINT, HCM7SM, 7.1 CF-MANUAL)	5	\$1,790.00	\$30.00	\$150.00	\$125.00	\$358
Freezer (HOTPOINT, HCM9DM, 9.4 CF-MANUAL)	1	\$439.00	\$30.00	\$30.00	\$25.00	\$439
Refrigerator (GE-COUNT., GYE22HSKSS, 22.2-TRIO-DRAW-I&W)	1	\$2,420.00	\$30.00	\$30.00	\$25.00	\$2,420
Refrigerator (GE-GO TO, GIE18GTNWW, 17.5 TF-A-G-ICE)	1	\$769.00	\$30.00	\$30.00	\$25.00	\$769
Refrigerator (GE-GO TO, GTE18GSNSS, 17.5 TF-A-G)	4	\$3,388.00	\$30.00	\$120.00	\$100.00	\$847
Refrigerator (GE-GO TO, GTE18GTNWW, 17.5 TF-A-G)	3	\$2,211.00	\$30.00	\$90.00	\$75.00	\$737
Refrigerator (GEN.ELEC., GBE21DGKBB, 21.0 BF-DOOR-NO ICE)	1	\$1,155.00	\$30.00	\$30.00	\$25.00	\$1,155
Refrigerator (GEN.ELEC., GBE21DGKWW, 21.0 BF-DOOR-NO ICE)	1	\$1,155.00	\$30.00	\$30.00	\$25.00	\$1,155
Refrigerator (GEN.ELEC., GDE21EGKBB, 20.9 BF-DRAW-ICE)	1	\$1,293.00	\$30.00	\$30.00	\$25.00	\$1,293
Refrigerator (GEN.ELEC., GDE21EGKWW, 20.9 BF-DRAW-ICE)	1	\$1,293.00	\$30.00	\$30.00	\$25.00	\$1,293
Refrigerator (GEN.ELEC., GFE24JGKBB, 23.8-TRIO-DRAW-I&W)	2	\$3,958.00	\$30.00	\$60.00	\$50.00	\$1,979
Refrigerator (GEN.ELEC., GFE24JGKWW, 23.8-TRIO-DRAW-I&W)	2	\$3,958.00	\$30.00	\$60.00	\$50.00	\$1,979
Refrigerator (GEN.ELEC., GFE24JSKSS, 23.8-TRIO-DRAW-I&W)	2	\$4,178.00	\$30.00	\$60.00	\$50.00	\$2,089
Refrigerator (GEN.ELEC., GIE18GTHWW, 17.5 TF-A-G-ICE)	2	\$1,538.00	\$30.00	\$60.00	\$50.00	\$769
Refrigerator (GEN.ELEC., GIE18ISHSS, 18.2 TF-A-G-ICE)	2	\$1,914.00	\$30.00	\$60.00	\$50.00	\$957
Refrigerator (GEN.ELEC., GIE21GTHBB, 21.2-TF-G-ICE)	1	\$985.00	\$30.00	\$30.00	\$25.00	\$985
Refrigerator (GEN.ELEC., GIE21GTHWW, 21.2-TF-G-ICE)	2	\$1,970.00	\$30.00	\$60.00	\$50.00	\$985
Refrigerator (GEN.ELEC., GNE21FSKSS, 20.8 TRIO-DRAW-ICE)	3	\$4,617.00	\$30.00	\$90.00	\$75.00	\$1,539
Refrigerator (GEN.ELEC., GNE25JGKWW, 24.8-TRIO-DRAW-I&W)	2	\$3,070.00	\$30.00	\$60.00	\$50.00	\$1,535
Refrigerator (GEN.ELEC., GNE25JSKSS, 24.8-TRIO-DRAW-I&W)	2	\$3,190.00	\$30.00	\$60.00	\$50.00	\$1,595
Refrigerator (GEN.ELEC., GPE12FGKBB, 11.6 TF-G)	2	\$1,400.00	\$30.00	\$60.00	\$50.00	\$700
Refrigerator (GEN.ELEC., GSE23GGKW, 23.2 SS-ICE & W)	1	\$1,462.00	\$30.00	\$30.00	\$25.00	\$1,462
Refrigerator (GEN.ELEC., GSE23GSKSS, 23.2 SS-ICE & W)	1	\$1,572.00	\$30.00	\$30.00	\$25.00	\$1,572
Refrigerator (GEN.ELEC., GSE25GGHBB, 25.4 SS-ICE & W)	1	\$1,287.00	\$30.00	\$30.00	\$25.00	\$1,287
Refrigerator (GEN.ELEC., GSE25GSHSS, 25.4 SS-ICE & W)	4	\$5,720.00	\$30.00	\$120.00	\$100.00	\$1,430
Refrigerator (GEN.ELEC., GSE25SHSS, 25.3 SS-ICE & W)	3	\$4,452.00	\$30.00	\$90.00	\$75.00	\$1,484
Refrigerator (GEN.ELEC., GTE15CTHBB, 14.6 TF-A-W)	1	\$665.00	\$30.00	\$30.00	\$25.00	\$665
Refrigerator (GEN.ELEC., GTE16DTNCC, 15.6 TF-A-W)	1	\$665.00	\$30.00	\$30.00	\$25.00	\$665
Refrigerator (GEN.ELEC., GTE17GSN, 16.6 TF-A-G)	2	\$1,606.00	\$30.00	\$60.00	\$50.00	\$803
Refrigerator (GEN.ELEC., GTE17GTNBB, 16.6 TF-A-G)	3	\$2,112.00	\$30.00	\$90.00	\$75.00	\$704
Refrigerator (GEN.ELEC., GTE17GTNWW, 16.6 TF-A-G)	8	\$5,632.00	\$30.00	\$240.00	\$200.00	\$704
Refrigerator (GEN.ELEC., GTE18GM, 17.5 TF-A-G)	1	\$847.00	\$30.00	\$30.00	\$25.00	\$847
Refrigerator (GEN.ELEC., GTE18GSHSS, 17.5 TF-A-G)	4	\$3,388.00	\$30.00	\$120.00	\$100.00	\$847
Refrigerator (GEN.ELEC., GTE18GTHCC, 17.5 TF-A-G)	1	\$737.00	\$30.00	\$30.00	\$25.00	\$737
Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	19	\$14,003.00	\$30.00	\$570.00	\$475.00	\$737
Refrigerator (GEN.ELEC., GTE18ISHSS, 18.2 TF-A-G)	10	\$9,080.00	\$30.00	\$300.00	\$250.00	\$908
Refrigerator (GEN.ELEC., GTE18ITHBB, 18.2 TF-A-G)	2	\$1,640.00	\$30.00	\$60.00	\$50.00	\$820
Refrigerator (GEN.ELEC., GTE18ITHWW, 18.2 TF-A-G)	12	\$9,840.00	\$30.00	\$360.00	\$300.00	\$820
Refrigerator (GEN.ELEC., GTE21GSHSS, 21.2-TF-G)	6	\$6,666.00	\$30.00	\$180.00	\$150.00	\$1,111
Refrigerator (GEN.ELEC., GTE21GTHBB, 21.2-TF-G)	5	\$5,090.00	\$30.00	\$150.00	\$125.00	\$1,018
Refrigerator (GEN.ELEC., GTE21GTHCC, 21.2-TF-G)	5	\$5,090.00	\$30.00	\$150.00	\$125.00	\$1,018
Refrigerator (GEN.ELEC., GTE21GTHWW, 21.2-TF-G)	10	\$10,180.00	\$30.00	\$300.00	\$250.00	\$1,018
Refrigerator (GEN.ELEC., GZS22DGJBB, 21.9 SS-I & W-COUNT)	1	\$1,594.00	\$30.00	\$30.00	\$25.00	\$1,594
Refrigerator (GEN.ELEC., GZS22DGJWW, 21.9 SS-I & W-COUNT)	1	\$1,594.00	\$30.00	\$30.00	\$25.00	\$1,594
Refrigerator (GEN.ELEC., GZS22DSJSS, 21.9 SS-I & W-COUNT)	2	\$3,610.00	\$30.00	\$60.00	\$50.00	\$1,805
Refrigerator (GEN.ELECTRIC, GFE26JSMSS, 25.6 TRIO-DRAWER-I&W)	6	\$12,378.00	\$30.00	\$180.00	\$150.00	\$2,063
Refrigerator (GE-NEW, GIE17GSN, 16.6 TF-A-G-ICE)	1	\$845.00	\$30.00	\$30.00	\$25.00	\$845
Refrigerator (GE-NEW, GIE19JSNSS, 17.5 TF-A-G-ICE)	2	\$1,914.00	\$30.00	\$60.00	\$50.00	\$957
Refrigerator (GE-NEW, GWE19JSLSS, 18.6 TRIO-CNT-I&W)	1	\$1,899.00	\$30.00	\$30.00	\$25.00	\$1,899
Grand Total	749	\$422,198.00		\$22,110.00	\$18,725.00	

DIV 1-35
Appliance Management Program

Request:

Please explain in detail the admin work performed by the lead agency.

Response:

The Lead Agency is responsible for overall oversight of the Income Eligible Services program. They assist with technical and administrative review of work with CAP agencies and weatherization contractors. For the appliance replacement work, the Lead Agency will verify invoicing information, submit the invoice, receive payment, and pay the Lead Appliance Vendor. The Lead Agency also surveys customers to solicit feedback on Income Eligible Services vendors.

DIV 1-36
Appliance Management Program

Request:

Please provide a copy of the Lead Agency's contract.

Response:

Please see Attachment DIV 1-36 for a copy of the contract between the lead vendor of the IES program and South Middlesex Opportunity Council, Inc.

Because the Company is not a party to this contract and because the Company has not received the contract parties' permission to share the agreement publicly, the Company is producing Attachment DIV 1-36 subject to a motion for protective treatment.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

Attachment DIV 1-36
Appliance Management Program

REDACTED

DIV 1-37
Appliance Management Program

Request:

How are Lead agency admin charges calculated?

Response:

The prior lead agency admin charge, for Action Inc., appeared to receive \$25 per appliance replaced. The current lead agency admin charge is based on \$20 per appliance replaced. Please see Attachment DIV 1-37, Calculations tab column "(e)" (on page 15 of the attachment).

Invoice Detail (870 Work Orders)													
Line Item #	Work Order #	Application #	Customer Name	Billing Acct #	Customer Phone #	Installation or SVC Date	Description	Total	Net Annual Summer KW	Net Annual kWh	Net Annual MWh	Net lifetime kWh	Net lifetime MWh
1	98448	9257080		3976562010		02/29/2020	Refrigerator (GEN.ELEC., GBE21DGKWW, 21.0 BF-DOOR-NO ICE)	1155.00	0	0	0	0	0
2	98789	9276661		7842339027		02/20/2020	Refrigerator (GEN.ELEC., GTE18ISHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
3	100760	2166003		6453010007		02/29/2020	Refrigerator (GEN.ELEC., GSEZ3GCKW, 23.2 SS-ICE & W)	1462.00	0	0	0	0	0
4	102246	9550318		2617807004		02/19/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
5	103362	9674242		6435283002		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
6	105274	3923178		6616018016		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
7	105603	7353644		3777091123		02/21/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
8	105991	833238		6396562044		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
9	105994	833238		6396562044		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
10	106291	9896728		6324131004		02/24/2020	Refrigerator (GEN.ELEC., GPE12FGKBB, 11.6 TF-G)	700.00	0	0	0	0	0
11	106844	4022104		3995841009		02/24/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
12	107218	9926833		2732794019		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
13	107223	9926845		3847445179		02/19/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
14	107556	9926803		35825006		02/21/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
15	107556	9926803		35825006		02/20/2020	Refrigerator (GEN.ELEC., GIE18GTHWW, 17.5 TF-A-G-ICE)	769.00	0	0	0	0	0
16	108278	9246080		2768183000		02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
17	108329	10014261		6380265052		02/26/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
18	108332	10014261		6380265052		02/26/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
19	108337	10014261		6380265052		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
20	108911	10030472		9089251024		02/20/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
21	109354	7413175		3775599042		02/23/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
22	109439	7624861		8835484009		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
23	109442	7624861		8835484009		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
24	109445	7624861		8835484009		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
25	109649	10041974		2730488007		02/20/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
26	109588	10049212		1469763005		02/25/2020	Refrigerator (GEN.ELEC.,	908.00	0	0	0	0	0
27	109964	10058490		2858701132		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
28	109964	10058490		2858701132		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
29	110101	10058824		4105324001		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
30	110267	9166757		8765741051		02/21/2020	Refrigerator (GEN.ELECTRIC, GFE26JSMSS, 25.6 TRIO-DRAWER-	2063.00	0	0	0	0	0
31	110267	9166757		8765741051		02/21/2020	Freezer (GEN.ELEC.,	879.00	0	0	0	0	0
32	110361	10072307		112370055		02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
33	110371	10072307		112370055		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
34	110700	4751889		2562268000		02/20/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
35	110703	4751889		2562268000		02/20/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
36	111188	10108359		8999506033		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
37	111191	10108359		8999506033		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
38	111345	9875371		1638442173		02/29/2020	Freezer (HOTPOINT, HCM7SM, 7.1	358.00	0	0	0	0	0
39	111499	10145246		250951029		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
40	111504	10145246		250951029		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
41	111507	10145246		250951029		02/29/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
42	111551	5166825		2858157018		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
43	111554	7443774		5350992018		02/28/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
44	111572	10146744		3829572002		02/28/2020	Custom Work Order Charges -	335.00	0	0	0	0	0
45	112006	10183729		6324043009		02/21/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
46	112009	10183729		6324043009		02/21/2020	Custom Work Order Charges -	320.00	0	0	0	0	0
47	112019	10135469		2527950029		02/23/2020	Custom Work Order Charges -	335.00	0	0	0	0	0
48	112123	10183965		8635328024		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
49	112308	10192330		2881814055		02/24/2020	Custom Work Order Charges - Clothes	820.00	0	0	0	0	0
50	112368	899491		2716295002		02/24/2020	Custom Work Order Charges - Clothes	820.00	0	0	0	0	0
51	112706	10210514		2527103020		02/27/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
52	112915	2095489		5149432025		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
53	112920	2095489		5149432025		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
54	112923	2095489		5149432025		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
55	112974	7799908		7752399033		02/20/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
56	112977	7799908		7752399033		02/20/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0

57	112980	7799908		7752399033		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
58	112983	7799908		7752399033		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
59	113207	10236681		2602271190		02/24/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
60	113527	10306699		7681871015		02/19/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
61	113527	10306699		7681871015		02/19/2020	Refrigerator (GEN.ELEC., GTEZ1GTHBB, 21.2 TF-S)	1018.00	0	0	0	0	0
62	113527	10306699		7681871015		02/19/2020	Freezer (HOTPOINT, HCM5SM, 5.1 CF-MANUAL)	325.00	0	0	0	0	0
63	113860	8986203		6270441048		02/24/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
64	113863	8986203		6270441048		02/24/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
65	113772	10322784		9109069042		02/21/2020	Refrigerator (GEN.ELEC., GTE15CTHBB, 14.6 TF-A-W)	665.00	0	0	0	0	0
66	114187	10077679		1637500050		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
67	114328	10351749		7841112022		02/29/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
68	114329	10351749		7841112022		02/29/2020	Freezer (HOTPOINT, HCM5SM, 5.1 CF-MANUAL)	325.00	0	0	0	0	0
69	114331	10351749		7841112022		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
70	114457	10354591		4071757003		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
71	114495	4258047		9088193023		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
72	114495	4258047		9088193023		02/29/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
73	114499	4258047		9088193023		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
74	114809	10368982		1486112057		02/21/2020	Freezer (GEN.ELEC., FUF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
75	110329	5738182		7533976007		02/26/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
76	114066	6385758		6580349020		02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
77	114867	10372228		2655685048		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
78	114870	10372228		2655685048		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
79	114955	10375821		5222960013		02/28/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
80	115048	10378109		5371573031		02/29/2020	Refrigerator (GEN.ELEC., GSE2GSKSS, 23.2 SS-ICE & W)	1572.00	0	0	0	0	0
81	115171	10375820		248612008		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
82	115178	10375820		248612008		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
83	115181	10375820		248612008		02/29/2020	Custom Work Order Charges -	335.00	0	0	0	0	0
84	115683	10418730		8962786025		02/29/2020	Refrigerator (GEN.ELEC., GNE25JSKSS, 24.8 TRIO-DRAW-	1595.00	0	0	0	0	0
85	115687	10418731		7515934118		02/20/2020	Refrigerator (GEN.ELEC., GNE21FSKSS, 20.8 TRIO-DRAW-	1539.00	0	0	0	0	0
86	115760	4297834		9089534028		02/28/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
87	115807	10427670		9089532024		02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
88	115810	10427670		9089532024		03/01/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
89	115832	10427676		7519775099		02/21/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
90	115932	10431073		385490031		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
91	116027	4367675		4104246026		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
92	116072	10435274		3775824035		02/24/2020	Refrigerator (GEN.ELEC.,	737.00	0	0	0	0	0
93	116218	10441411		7811789006		02/27/2020	Refrigerator (GEN.ELEC.,	737.00	0	0	0	0	0
94	116252	7100259		3814586030		02/21/2020	Refrigerator (GEN.ELEC.,	820.00	0	0	0	0	0
95	116385	10446676		9088503029		02/28/2020	Refrigerator (GEN.ELEC.,	704.00	0	0	0	0	0
96	116506	10336345		4105295041		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
97	116515	10336345		4105295041		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
98	116522	10336345		4105295041		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
99	116526	10336345		4105295041		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
100	116588	7000777		8853052041		02/21/2020	Refrigerator (GEN.ELEC.,	1430.00	0	0	0	0	0
101	116625	10453839		385713002		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
102	116628	10453839		385713002		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
103	116635	557753		2879302022		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
104	116635	557753		2879302022		02/29/2020	Refrigerator (GEN.ELEC.,	704.00	0	0	0	0	0
105	116639	557753		2879302022		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
106	116646	7234733		6417832016		02/26/2020	Refrigerator (GEN.ELEC.,	908.00	0	0	0	0	0
107	116656	10453854		5370587013		02/21/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
108	116943	10459553		52870005		02/20/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
109	116982	9820427		214056023		02/24/2020	Custom Work Order Charges -	335.00	0	0	0	0	0
110	117140	10475909		1615628068		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
111	117143	10475909		1615628068		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
112	117146	10475909		1615628068		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
113	117167	10476027		1486803008		02/20/2020	Custom Work Order Charges -	335.00	0	0	0	0	0

114	117168	10476027		1486803008		02/20/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
115	117174	1014746		6468506001		02/21/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
116	117261	10476026		6323992003		02/21/2020	Refrigerator (GEN.ELEC., G1E21GTHBB, 21.2-TF-A-ICE)	985.00	0	0	0	0	0
117	117261	10476026		6323992003		02/21/2020	Refrigerator (GEN.ELEC., GTE181HBB, 18.2 TF-A-G)	820.00	0	0	0	0	0
118	117286	10506848		2729571002		02/29/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
119	117287	10506848		2729571002		02/29/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
120	117437	10565120		7861825119		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
121	117441	10565120		7861825119		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
122	117447	10565120		7861825119		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
123	117450	10565120		7861825119		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
124	117466	10565121		6323972172		02/24/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
125	117473	10565121		6323972172		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
126	117476	10565421		9110921008		02/29/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
127	117491	4471171		2879764022		02/27/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
128	117494	4471171		2879764022		02/27/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
129	116018	4116820		5370607010		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
130	116019	4116820		5370607010		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
131	116019	4116820		5370607010		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
132	116019	4116820		5370607010		02/23/2020	Refrigerator (GEN.ELEC., GTE19GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
133	117549	10572660		9089443077		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
134	117549	10572660		9089443077		02/20/2020	Refrigerator (GEN.ELEC., GSE25SHSS, 25.3 SS-ICE & W)	1484.00	0	0	0	0	0
135	117553	10572660		9089443077		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
136	117697	6586312		2825801010		02/20/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
137	117908	10587286		1547243006		02/29/2020	Freezer (HOTPOINT, HCM7SM, 7.1 CF-MANUAL)	358.00	0	0	0	0	0
138	117957	10586244		9108381058		02/21/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
139	117994	4460474		9055948018		02/25/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
140	118038	10588536		7646447062		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
141	118041	10588536		7646447062		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
142	118044	10588536		7646447062		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
143	118047	10588536		7646447062		02/21/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
144	118050	4402066		6488841001		02/20/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
145	118050	4402066		6488841001		02/20/2020	Refrigerator (GEN.ELEC., GDE21EGKBB, 20.9 BF-DRAW-ICE)	704.00	0	0	0	0	0
146	118054	639226		3942819000		02/21/2020	Refrigerator (GEN.ELEC., GE-GO TO,	769.00	0	0	0	0	0
147	118054	639226		3942819000		02/21/2020	Refrigerator (GE-GO TO,	769.00	0	0	0	0	0
148	118065	2142453		2656796031		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
149	118065	2142453		2656796031		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
150	118087	10587291		8854796024		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
151	118087	10587291		8854796024		02/29/2020	Refrigerator (GEN.ELEC., GDE21EGKBB, 20.9 BF-DRAW-ICE)	1293.00	0	0	0	0	0
152	118091	10587291		8854796024		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
153	118094	10587291		8854796024		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
154	118144	10593459		9019344005		02/26/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
155	118147	10593459		9019344005		02/26/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
156	118197	4454909		5350056044		02/20/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
157	118197	4454909		5350056044		02/20/2020	Refrigerator (GEN.ELEC., GTE181SHSS, 18.2 TF-A-G)	737.00	0	0	0	0	0
158	118201	4454909		5350056044		02/20/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
159	118204	4454909		5350056044		02/20/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
160	118216	4127514		7841476012		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
161	118217	4127514		7841476012		02/23/2020	Custom Work Order Charges -	320.00	0	0	0	0	0
162	118254	9989885		5222144000		02/21/2020	Refrigerator (GEN.ELEC., GTE181SHSS, 18.2 TF-A-G)	704.00	0	0	0	0	0
163	118276	10597876		755387013		02/20/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
164	118279	10598311		5095450100		02/29/2020	Refrigerator (GEN.ELEC., GTE181SHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
165	118281	10598315		8890817006		02/20/2020	Refrigerator (GEN.ELEC., GTE181SHSS, 18.2 TF-A-G)	847.00	0	0	0	0	0
166	118333	10608451		9056033098		02/28/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
167	118333	10608451		9056033098		02/28/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
168	118436	10377790		4124499014		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
169	118436	10377790		4124499014		02/26/2020	Refrigerator (GEN.ELEC., GTE181SHSS, 18.2 TF-A-G)	1018.00	0	0	0	0	0
170	118468	10615767		8963015061		02/28/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
171	118519	4465333		4033207013		02/20/2020	Custom Work Order Charges -	320.00	0	0	0	0	0
172	118574	7454303		3775515013		02/20/2020	Refrigerator (GEN.ELECTRIC, GE26JSMSS, 25.6 TRIO-DRAWER-	2063.00	0	0	0	0	0

173	118576	7454303		3775515013		02/20/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
174	118578	4593605		6436511023		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
175	118581	4593605		6436511023		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
176	118036	10588414		9088433022		02/20/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
177	118400	10611469		1637505288		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
178	118405	10611469		1637505288		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
179	118410	10611469		1637505288		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
180	118657	10632937		156851017		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
181	118660	10632937		156851017		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
182	118663	10632937		156851017		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
183	118664	10632937		156851017		02/20/2020	Refrigerator (GEN.ELEC., GTEZ1G1HWV, 21.2-1F-G)	1018.00	0	0	0	0	0
184	118666	10637096		311814016		03/01/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
185	118671	10637096		311814016		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
186	118674	10637096		311814016		02/29/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
187	118675	3833563		289840044		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
188	118678	3833563		289840044		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
189	118681	3833563		289840044		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
190	118684	10637096		311814016		02/29/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
191	118685	3833563		289840044		02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
192	118725	10637733		7861744066		02/26/2020	Refrigerator (GEN.ELEC., GSE25GSHSS, 25.4 SS-ICE & W)	1430.00	0	0	0	0	0
193	118730	10637733		7861744066		02/26/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
194	118730	10637733		7861744066		02/26/2020	Freezer (HOTPOINT, HCM7SM, 7.1 CF-MANUAL)	358.00	0	0	0	0	0
195	118734	10637733		7861744066		02/26/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
196	118750	4337183		7517375000		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
197	118751	10637746		6269514012		02/29/2020	Refrigerator (GEN.ELEC., GTE18G1HWV, 17.5 TP-A-G)	737.00	0	0	0	0	0
198	118753	10637747		1485641004		02/21/2020	Refrigerator (GEN.ELEC., GFE24JGKBB, 23.8-TRIO-DRAW-.....)	1979.00	0	0	0	0	0
199	118755	10637747		1485641004		02/21/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
200	118756	10637747		1485641004		02/21/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
201	118760	10637845		1282257015		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
202	118763	10637845		1282257015		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
203	118794	3933405		6508531106		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
204	118798	3933405		6508531106		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
205	118801	3933405		6508531106		02/21/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
206	118804	4365136		4087899012		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
207	118807	4365136		4087899012		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
208	118824	10662748		3849422012		02/26/2020	Refrigerator (GEN.ELEC.,	820.00	0	0	0	0	0
209	118826	10662948		9111000008		02/24/2020	Refrigerator (GEN.ELEC.,	1018.00	0	0	0	0	0
210	118836	10662813		5369729023		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
211	118839	10662813		5369729023		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
212	118842	10662957		1281669002		02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
213	118842	10662957		1281669002		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
214	118846	10662957		1281669002		02/29/2020	Custom Work Order Charges -	335.00	0	0	0	0	0
215	118852	10663078		386594029		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
216	118855	10663078		386594029		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
217	118858	10663078		386594029		02/23/2020	Freezer (HOTPOINT, HCMSSM, 5.1	325.00	0	0	0	0	0
218	118872	4580255		270256007		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
219	118875	4580255		270256007		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
220	118878	4580255		270256007		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
221	118886	10637849		5222118019		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
222	118886	10637849		5222118019		02/25/2020	Refrigerator (GEN.ELEC.,	1018.00	0	0	0	0	0
223	118886	10637849		5222118019		02/25/2020	Refrigerator (GEN.ELEC.,	737.00	0	0	0	0	0
224	118910	10637849		5222118019		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
225	118913	10637850		3975837009		02/25/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
226	118918	10637850		3975837009		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
227	118935	10703784		1637494137		02/21/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
228	118936	10703784		1637494137		02/21/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
229	118939	10703784		1637494137		02/21/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0

230	118942	10703784		1637494137		02/21/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
231	118957	10703806		6287103062		02/29/2020	Refrigerator (GEN.ELEC., GTE17GTNWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
232	118959	10703806		6287103062		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
233	118962	10703806		6287103062		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
234	118984	10708286		2656921061		02/21/2020	Refrigerator (GEN.ELEC., GTE21GSHSS, 21.2-TF-G)	1111.00	0	0	0	0	0
235	119020	10717847		2527161004		02/20/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
236	119020	10717847		2527161004		02/20/2020	Refrigerator (GEN.ELEC., GIE18ISHSS, 18.2 TF-A-G-ICE)	957.00	0	0	0	0	0
237	119027	10717847		2527161004		02/20/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
238	119028	10718853		93293059		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
239	119033	10718861		5259822006		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
240	119033	10718861		5259822006		02/23/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
241	119037	10718861		5259822006		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
242	119040	10718861		5259822006		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
243	119043	10718861		5259822006		02/23/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
244	119055	10703784		1637494137		02/21/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
245	119056	10722782		2881421112		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
246	119056	10722782		2881421112		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
247	119056	10722782		2881421112		02/28/2020	Refrigerator (GEN.ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
248	114126	4247868		270277024		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
249	114129	4247868		270277024		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
250	114132	4247868		270277024		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
251	114135	4247868		270277024		02/29/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
252	114136	4247868		270277024		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
253	118860	10663078		386594029		02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
254	119101	10717787		5349482065		02/25/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
255	119102	10717787		5349482065		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
256	119102	10717787		5349482065		02/25/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
257	119106	10717787		5349482065		02/25/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
258	119109	10717787		5349482065		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
259	119147	10723240		3978916007		02/29/2020	Refrigerator (GEN.ELEC.,	1018.00	0	0	0	0	0
260	119149	10723240		3978916007		02/29/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
261	119153	10723523		4124614100		02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
262	119153	10723523		4124614100		02/23/2020	Refrigerator (GEN.ELEC.,	1111.00	0	0	0	0	0
263	119157	10723523		4124614100		02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
264	119160	10723523		4124614100		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
265	119163	10723523		4124614100		02/23/2020	Custom Work Order Charges -	320.00	0	0	0	0	0
266	119164	10723523		4124614100		02/23/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
267	119170	10723234		8818944006		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
268	119171	10723234		8818944006		02/26/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
269	119176	10722873		1280976026		02/29/2020	Refrigerator (GEN.ELEC.,	820.00	0	0	0	0	0
270	119187	10709333		2860256008		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
271	119187	10709333		2860256008		02/24/2020	Refrigerator (GEN.ELECTRIC, GFE26JSMSS, 25.6 TRIO-DRAWER-	2063.00	0	0	0	0	0
272	119187	10709333		2860256008		02/24/2020	Refrigerator (GEN.ELEC., GNE21FSKSS, 20.8 TRIO-DRAW-	1539.00	0	0	0	0	0
273	119192	10709333		2860256008		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
274	119192	10709333		2860256008		02/24/2020	Freezer (GEN.ELEC.,	879.00	0	0	0	0	0
275	119196	10709333		2860256008		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
276	119199	10709333		2860256008		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
277	119202	10709333		2860256008		02/24/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
278	119203	10709333		2860256008		02/24/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
279	119204	10723525		8964352018		02/28/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
280	119205	10723526		232373054		02/20/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
281	119206	10723526		232373054		02/20/2020	Refrigerator (GEN.ELEC.,	737.00	0	0	0	0	0
282	119214	10077707		1336170089		02/25/2020	Custom Work Order Charges -	335.00	0	0	0	0	0
283	119239	10724321		2714097133		02/24/2020	Refrigerator (GEN.ELEC.,	847.00	0	0	0	0	0
284	119241	2695787		5280496009		02/21/2020	Refrigerator (GEN.ELEC.,	847.00	0	0	0	0	0
285	119246	2695787		5280496009		02/21/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
286	119268	10730702		4871901016		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
287	119325	10731876		6382986027		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0

288	119328	10731876	6382986027	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
289	119331	10731876	6382986027	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
290	119357	10732960	1238297036	02/24/2020	Refrigerator (GEN.ELEC., GTE17GTNWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
291	119370	10732960	1238297036	02/24/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
292	119373	2905307	2600313006	02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
293	119378	2905307	2600313006	02/24/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
294	119389	10746338	8835988039	02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
295	119392	10746338	8835988039	02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
296	119395	10746338	8835988039	02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
297	119395	10746338	8835988039	02/23/2020	Refrigerator (GEN.ELEC., GTE18ITHWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
298	119412	4603971	5370836020	02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
299	119426	10750799	170575023	02/23/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
300	119431	10750799	170575023	02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
301	119431	10750799	170575023	02/23/2020	Refrigerator (GEN.ELEC., GTE18ITHWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
302	119435	10750799	170575023	02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
303	119438	10750799	170575023	02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
304	119441	10750799	170575023	02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
305	119444	10750799	170575023	02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
306	119491	10760613	2768011063	02/21/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
307	119494	10760613	2768011063	02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
308	119508	10760624	6416947116	02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
309	119517	10762803	6341133057	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
310	119521	10762803	6341133057	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
311	119526	10762803	6341133057	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
312	119529	10762803	6341133057	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
313	119557	4337184	6270292063	02/28/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
314	119593	10767246	5022264003	02/20/2020	Custom Work Order Charges - Clothes	885.00	0	0	0	0	0
315	119594	10767246	5022264003	02/20/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
316	119595	10767248	32754000	02/20/2020	Refrigerator (GEN.ELEC.,	1018.00	0	0	0	0	0
317	119597	10767248	32754000	02/20/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
318	119598	10767248	32754000	02/20/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
319	119625	4593695	1506181005	02/29/2020	Refrigerator (GEN.ELEC.,	1484.00	0	0	0	0	0
320	119632	4555444	4104053012	02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
321	119635	4555444	4104053012	02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
322	119728	10772301	2678121010	02/25/2020	Custom Work Order Charges - Clothes	820.00	0	0	0	0	0
323	119729	10771466	7517035029	02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
324	119729	10771466	7517035029	02/29/2020	Refrigerator (GEN.ELEC., GTE18ITHWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
325	119729	10771466	7517035029	02/29/2020	Refrigerator (GEN.ELEC., GTE18ITHWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
326	119734	10771466	7517035029	02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
327	119737	10771466	7517035029	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
328	119740	10771467	33281015	02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
329	119743	10771467	33281015	02/24/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
330	119747	10771469	5223049013	02/23/2020	Custom Work Order Charges - Clothes	820.00	0	0	0	0	0
331	119750	10772361	2618497048	02/24/2020	Refrigerator (GEN.ELEC., GFE24SKSS, 23.8-TRIO-DRAW-	2089.00	0	0	0	0	0
332	119763	10772452	7664380006	02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
333	119820	4604753	1616116012	02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
334	119820	4604753	1616116012	02/29/2020	Freezer (GEN.ELEC.,	649.00	0	0	0	0	0
335	119824	4604753	1616116012	02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
336	119854	10772557	3924268005	02/25/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
337	119857	10772563	4105459054	02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
338	119860	10772563	4105459054	02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
339	119863	10772563	4105459054	02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
340	119867	10772563	4105459054	02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
341	119482	10758661	385598041	02/19/2020	Refrigerator (GEN.ELEC., GTE18ISHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0

342	119766	10772454		5094565022		02/27/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
343	119769	10772454		5094565022		02/27/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
344	119772	10772463		1469325103		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
345	119772	10772463		1469325103		02/24/2020	Refrigerator (GEN.ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
346	119779	10772468		3847883080		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
347	119782	10772468		3847883080		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
348	119787	10772468		3847883080		02/25/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
349	119800	10772454		5094565022		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
350	119902	10803814		7810514014		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
351	119905	10803814		7810514014		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
352	119908	10803810		6436075068		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
353	119911	10803810		6436075068		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
354	119915	10803810		6436075068		02/23/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
355	119921	10803818		4088427010		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
356	119926	10803850		7643177009		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
357	119929	10803850		7643177009		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
358	119932	10803818		4088427010		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
359	119935	10803818		4088427010		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
360	119938	10803844		9000228034		02/19/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
361	119939	10803844		9000228034		02/19/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
362	119943	10803818		4088427010		02/29/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
363	119946	10803849		1599552012		02/25/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
364	119947	10803825		3849846003		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
365	119958	10804409		131477024		02/19/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
366	119120	620208		1616519004		02/28/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
367	119227	825548		385491001		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
368	119986	10805467		3960304084		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
369	120082	10806004		7628093002		02/24/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
370	120082	10806004		7628093002		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
371	120082	10806004		7628093002		02/24/2020	Refrigerator (GEN.ELEC.,	1111.00	0	0	0	0	0
372	120037	10805947		2529075001		02/21/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
373	120067	10805971		5025056110		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
374	120070	10805971		5025056110		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
375	120073	10805971		5025056110		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
376	120076	10805971		5025056110		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
377	120079	10805971		5025056110		02/23/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
378	120080	840528		9055884019		02/24/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
379	120086	840528		9055884019		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
380	120096	10806004		7628093002		02/24/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
381	120103	4468709		2859889000		02/25/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
382	120106	4468709		2859889000		02/25/2020	Custom Work Order Charges -	320.00	0	0	0	0	0
383	120128	2994339		6506558001		02/24/2020	Custom Work Order Charges -	320.00	0	0	0	0	0
384	120129	2994339		6506558001		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
385	120132	2994339		6506558001		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
386	120144	651302		7627465040		02/23/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
387	120135	10808888		112454109		02/26/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
388	120165	10808406		7518534003		02/25/2020	Refrigerator (GEN.ELEC.,	1018.00	0	0	0	0	0
389	120167	10808406		7518534003		02/25/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
390	120168	10767233		2581995004		02/24/2020	Refrigerator (GEN.ELEC.,	820.00	0	0	0	0	0
391	120170	10767233		2581995004		02/24/2020	Custom Work Order Charges - Clothes	885.00	0	0	0	0	0
392	120189	10810244		6615820012		02/27/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
393	120189	10810244		6615820012		02/27/2020	Refrigerator (GEN.ELEC.,	820.00	0	0	0	0	0
394	120193	10810244		6615820012		02/27/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
395	120196	10810244		6615820012		02/27/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
396	120206	10810450		33374015		02/24/2020	Refrigerator (GE-GO TO,	737.00	0	0	0	0	0
397	120211	5573995		8962935000		02/24/2020	Refrigerator (GEN.ELEC.,	737.00	0	0	0	0	0
398	120213	5573995		8962935000		02/24/2020	Custom Work Order Charges -	335.00	0	0	0	0	0
399	120222	10810455		6396733070		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0

400	120225	10810455		6396733070		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
401	120228	4501878		5370939008		02/19/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
402	120271	3959759		6596893011		02/19/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
403	120272	3959759		6596893011		02/19/2020	Freezer (HOTPOINT, HCM9DM, 9.4 CF-MANUAL)	439.00	0	0	0	0	0
404	120300	10830227		3847415019		02/26/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
405	120339	10830549		3847392084		02/19/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
406	120342	10830549		3847392084		02/19/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
407	120342	10830549		3847392084		02/19/2020	Refrigerator (GEN.ELECTRIC, GF E26JSMSS, 25.6 TRIO-DRAWER-16w)	2063.00	0	0	0	0	0
408	120371	5573995		8962935000		02/24/2020	Refrigerator (GEN.ELEC., GZS22DSJSS, 21.9 SS-I & W-COUNT)	1805.00	0	0	0	0	0
409	120402	10831418		5097152009		02/24/2020	Refrigerator (GEN.ELEC., GIE21GTHWW, 21.2-TF-G-ICE)	985.00	0	0	0	0	0
410	120416	10834171		7752011034		02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
411	120419	10834171		7752011034		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
412	120422	10834171		7752011034		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
413	120425	10834171		7752011034		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
414	120433	645892		6471753014		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
415	120441	10834173		6468885007		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
416	120441	10834173		6468885007		02/20/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
417	120441	10834173		6468885007		02/20/2020	Freezer (GEN.ELEC., FUF17DLRWW, 17.3-AUTO)	781.00	0	0	0	0	0
418	120446	10834173		6468885007		02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
419	120452	10834173		6468885007		02/20/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
420	120455	10834173		6468885007		02/20/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
421	120456	10834173		6468885007		02/20/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
422	120475	10834205		8962299009		02/20/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
423	120475	10834205		8962299009		02/20/2020	Refrigerator (GEN.ELEC.,	1430.00	0	0	0	0	0
424	120475	10834205		8962299009		02/20/2020	Freezer (GEN.ELEC.,	649.00	0	0	0	0	0
425	120480	10834205		8962299009		02/20/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
426	120483	10834205		8962299009		02/20/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
427	120486	10834205		8962299009		02/20/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
428	120502	10834207		5021661026		02/29/2020	Refrigerator (GEN.ELEC.,	803.00	0	0	0	0	0
429	120504	10834207		5021661026		02/29/2020	Custom Work Order Charges - Clothes	820.00	0	0	0	0	0
430	120511	4555444		4104053012		02/23/2020	Custom Work Order Charges -	320.00	0	0	0	0	0
431	120520	10844068		5077121017		02/20/2020	Refrigerator (GEN.ELEC.,	1018.00	0	0	0	0	0
432	120522	10844068		5077121017		02/20/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
433	120534	10844155		4014452025		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
434	120534	10844155		4014452025		02/26/2020	Refrigerator (GEN.ELECTRIC, GF E26JSMSS, 25.6 TRIO-DRAWER-	2063.00	0	0	0	0	0
435	120538	10844155		4014452025		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
436	120541	10844155		4014452025		02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
437	120544	10844171		3848415013		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
438	120547	10844171		3848415013		02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
439	120550	10844171		3848415013		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
440	120553	10844176		290503007		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
441	120556	10844176		290503007		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
442	120561	10844176		290503007		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
443	120564	10844176		290503007		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
444	120569	10844261		8964287034		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
445	120573	10844261		8964287034		02/24/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
446	120601	10845041		5260656036		02/19/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
447	120664	10847879		3847020029		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
448	120664	10847879		3847020029		02/25/2020	Refrigerator (GEN.ELEC., GZS22DSJSS, 21.9 SS-I & W-	1805.00	0	0	0	0	0
449	120668	10847879		3847020029		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
450	120671	10847879		3847020029		02/25/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
451	120718	10850129		289823016		02/26/2020	Refrigerator (GEN.ELEC.,	1018.00	0	0	0	0	0
452	120747	10866208		1468893031		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
453	120755	10866208		1468893031		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
454	120764	10866208		1468893031		02/25/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0

455	120767	10866208		1468893031		02/25/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
456	120770	10866208		1468893031		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
457	120803	10850555		34191010		02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
458	120803	10850555		34191010		02/23/2020	Refrigerator (GEN.ELEC., GDE21EGKWW, 20.9 BF-DRAW-ICE)	1293.00	0	0	0	0	0
459	120807	10850555		34191010		02/23/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
460	120808	10850555		34191010		02/23/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
461	120809	10850159		5024325116		02/27/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
462	120813	10867062		7517010031		02/27/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
463	120816	698201		7607295015		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
464	120819	698201		7607295015		02/24/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
465	120820	698201		7607295015		02/24/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
466	120682	10849610		4106226068		02/23/2020	Refrigerator (GEN.ELEC., GTE17GTNWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
467	120843	10867073		5022302008		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
468	120843	10867073		5022302008		02/29/2020	Refrigerator (GEN.ELEC., GTE17GSN, 16.6 TF-A-G)	803.00	0	0	0	0	0
469	120847	10867073		5022302008		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
470	120850	10386108		6420518007		02/24/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
471	120853	10867074		3829557041		02/29/2020	Refrigerator (GEN.ELEC., GTE21GSHSS, 21.2 TF-G)	1111.00	0	0	0	0	0
472	120855	10867074		3829557041		02/29/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
473	120856	10867074		3829557041		02/29/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
474	120858	10355028		1413981059		02/24/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
475	120866	10869663		1615769082		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
476	120869	10869663		1615769082		02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
477	120878	10869652		36908148		02/21/2020	Refrigerator (GEN.ELEC., GTE18TTHWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
478	120889	10870695		6596009224		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
479	120900	10871183		5349535034		02/21/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
480	120917	10877911		5351161035		02/19/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
481	120918	10877918		292734000		02/23/2020	Freezer (HOTPOINT, HCM5SM, 5.1 CF BRAND)	325.00	0	0	0	0	0
482	120973	10891374		7840917014		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
483	120976	10891374		7840917014		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
484	120989	555112		3980227015		02/24/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
485	120997	555112		3980227015		02/24/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
486	121008	10902701		4071454016		02/21/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
487	121018	8644223		132014030		02/25/2020	Refrigerator (GEN.ELEC., GFE24JGKWW, 23.8-TRIO-DRAW-	1979.00	0	0	0	0	0
488	121036	4714647		4104138001		02/23/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
489	121037	4714647		4104138001		02/23/2020	Custom Work Order Charges -	320.00	0	0	0	0	0
490	121038	4714647		4104138001		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
491	121044	4714647		4104138001		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
492	121047	4714647		4104138001		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
493	121085	10917822		1434198018		02/25/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
494	121085	10917822		1434198018		02/25/2020	Freezer (GEN.ELEC.,	649.00	0	0	0	0	0
495	121096	10917822		1434198018		02/25/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
496	121077	6228391		6528269012		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
497	121082	6228391		6528269012		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
498	121088	6228391		6528269012		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
499	121091	6228391		6528269012		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
500	121099	6228391		6528269012		02/26/2020	Refrigerator (GEN.ELEC.,	908.00	0	0	0	0	0
501	121111	10930938		7812140067		02/29/2020	Refrigerator (GEN.ELEC.,	1287.00	0	0	0	0	0
502	121111	10930938		7812140067		02/29/2020	Refrigerator (GEN.ELEC.,	1018.00	0	0	0	0	0
503	121148	4706524		5350779006		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
504	121151	4706524		5350779006		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
505	121157	10902735		9087732008		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
506	121160	10902735		9087732008		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
507	121175	10965403		2729451005		02/24/2020	Refrigerator (GEN.ELEC.,	737.00	0	0	0	0	0
508	121179	10965403		2729451005		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
509	121182	10965403		2729451005		02/24/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
510	121183	10965403		2729451005		02/24/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
511	121196	10970094		7715382047		02/25/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
512	121196	10970094		7715382047		02/25/2020	Refrigerator (GEN.ELEC., GFE24JGKWW, 23.8-TRIO-DRAW-	1979.00	0	0	0	0	0

513	121200	10970094	7715382047	02/25/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
514	121216	1966899	7752144029	02/27/2020	Freezer (HOTPOINT, HCM5SM, 5.1 CF-MANUAL)	325.00	0	0	0	0	0
515	121218	10982864	8946994027	02/29/2020	Refrigerator (GEN.ELEC., GTE18GSHSS, 17.5 TF-A-G)	847.00	0	0	0	0	0
516	121222	10982864	8946994027	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
517	121225	10982864	8946994027	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
518	121228	10982864	8946994027	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
519	121247	537270	7571633001	02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
520	121250	537270	7571633001	02/25/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
521	121252	10982965	7752943086	02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
522	121255	10982965	7752943086	02/23/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
523	121267	3085131	2732956019	02/26/2020	Refrigerator (GEN.ELEC., GSE25HSHSS, 25.3 SS-ICE & W)	1484.00	0	0	0	0	0
524	121271	3085131	2732956019	02/26/2020	Freezer (GEN.ELEC., FUF14DLRWW, 14.1UF-AUTO)	649.00	0	0	0	0	0
525	121273	3085131	2732956019	02/12/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
526	121274	3085131	2732956019	02/26/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
527	121277	3085131	2732956019	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
528	121292	10982984	3864729021	02/25/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
529	121292	10982984	3864729021	02/25/2020	Refrigerator (GEN.ELEC., GTE18THWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
530	121303	10982990	193265020	02/23/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
531	121309	10982990	193265020	02/23/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
532	121309	10982990	193265020	02/23/2020	Refrigerator (GEN.ELEC., GTE18THWW, 18.2 TF-A-G)	820.00	0	0	0	0	0
533	110396	3247821	6341539004	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
534	110390	3247821	6341539004	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
535	110393	3247821	6341539004	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
536	121328	10991979	6595975014	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
537	121328	10991979	6595975014	02/29/2020	Refrigerator (GEN.ELEC., GTE21GTHCC, 21.2-TF-G)	1018.00	0	0	0	0	0
538	121332	10991979	6595975014	02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
539	121341	10970097	2729781008	02/20/2020	Refrigerator (GEN.ELEC., GNE25JGKWW, 24.8-TRIO-DRAW-I&W)	1535.00	0	0	0	0	0
540	121343	10970098	3976076037	02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
541	121343	10970098	3976076037	02/27/2020	Refrigerator (GEN.ELEC.,	1018.00	0	0	0	0	0
542	121343	10970098	3976076037	02/27/2020	Freezer (GEN.ELEC.,	649.00	0	0	0	0	0
543	121363	10996506	5317155011	02/24/2020	Refrigerator (GEN.ELEC.,	1111.00	0	0	0	0	0
544	121365	10996509	170481062	02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
545	121365	10996509	170481062	02/29/2020	Refrigerator (GEN.ELEC.,	737.00	0	0	0	0	0
546	121369	10996509	170481062	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
547	121373	10996512	6506207090	02/25/2020	Custom Work Order Charges - Clothes	885.00	0	0	0	0	0
548	121374	10996512	6506207090	02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
549	121374	10996512	6506207090	02/25/2020	Refrigerator (GEN.ELEC.,	908.00	0	0	0	0	0
550	121378	10996512	6506207090	02/25/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
551	121381	10996512	6506207090	02/25/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
552	121384	2405965	8890625008	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
553	121384	2405965	8890625008	02/26/2020	Freezer (GEN.ELEC., FCM11PHWW,)	439.00	0	0	0	0	0
554	121388	2405965	8890625008	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
555	121392	10997780	2530005024	02/20/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
556	121395	10996520	6581470024	02/23/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
557	121398	10997780	2530005024	02/20/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
558	121405	713398	2655761052	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
559	121414	713398	2655761052	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
560	121417	10997797	1451023038	02/27/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
561	121417	10997797	1451023038	02/27/2020	Refrigerator (GEN.ELECTRIC, GFE26JSMSS, 25.6 TRIO-DRAWER-	2063.00	0	0	0	0	0
562	121421	713398	2655761052	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
563	121424	10997797	1451023038	02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
564	121427	713398	2655761052	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
565	121430	10997797	1451023038	02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
566	121433	10997797	1451023038	02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
567	121436	10997797	1451023038	02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
568	121441	10982257	6617306006	02/24/2020	Refrigerator (GEN.ELEC.,	985.00	0	0	0	0	0
569	121443	10998257	6617306006	02/24/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
570	121444	10998257	6617306006	02/24/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
571	121453	10998260	9071934005	02/20/2020	Custom Work Order Charges -	320.00	0	0	0	0	0

572	121094	10902733		350842116		02/23/2020	Refrigerator (GE-GO TO, GTE18GNSNS, 17.5 TF-A-G)	847.00	0	0	0	0	0
573	121469	10999845		9020383036		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
574	121469	10999845		9020383036		02/24/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
575	121476	10999840		8911149005		02/27/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
576	121495	10999863		8948003001		02/24/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
577	121495	10999863		8948003001		02/24/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	820.00	0	0	0	0	0
578	121499	10999842		5333893007		02/23/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
579	121504	10999884		5112843012		02/24/2020	Custom Work Order Charges - Clothes Washer	885.00	0	0	0	0	0
580	121505	4749345		1544560019		02/25/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
581	121506	10999886		1433374023		02/24/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
582	121509	10996485		5226640094		02/24/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
583	121530	10996486		6468982001		02/24/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
584	121531	6527433		8764482080		02/24/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
585	121533	4469167		2879343014		02/19/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
586	121545	11009672		7519908025		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
587	121618	11015144		9072062008		02/24/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
588	121621	11015144		9072062008		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
589	121624	11015144		9072062008		02/24/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
590	121627	11015144		9072062008		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
591	121633	11015256		4071050018		02/28/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
592	121634	11015256		4071050018		02/28/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
593	121637	11015256		4071050018		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
594	121640	11015256		4071050018		02/28/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
595	121647	11015263		2602019010		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
596	121650	4729524		9088147003		02/27/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
597	121650	4729524		9088147003		02/27/2020	Refrigerator (GEN.ELEC., GBE21DGKBB, 21.0 BF-DOOR-NO ICE)	1155.00	0	0	0	0	0
598	121654	4729524		9088147003		02/27/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
599	121688	7306901		3976286024		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
600	121689	7306901		3976286024		02/24/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
601	121706	11015337		8764069005		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
602	121707	11015337		8764069005		02/24/2020	Custom Work Order Charges - Dehumidifier	335.00	0	0	0	0	0
603	121726	11015339		5222356037		02/29/2020	Refrigerator (GE-GO TO,	847.00	0	0	0	0	0
604	121734	11015343		2526607029		02/29/2020	Refrigerator (GEN.ELEC.,	908.00	0	0	0	0	0
605	121749	11015361		2858381041		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
606	121753	11015361		2858381041		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
607	121759	4714646		4124360018		02/27/2020	Refrigerator (GEN.ELEC., GNE21FSKSS, 20.8 TRIO-DRAW-	1539.00	0	0	0	0	0
608	121761	11016903		7681886016		02/20/2020	Refrigerator (GEN.ELEC., G2S22DGJWW, 21.9 SS-I & W-	1594.00	0	0	0	0	0
609	121763	11016907		3959227021		02/26/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
610	121845	11016988		3942905065		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
611	121845	11016988		3942905065		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
612	121845	11016988		3942905065		02/24/2020	Refrigerator (GEN.ELEC.,	908.00	0	0	0	0	0
613	121845	11016988		3942905065		02/24/2020	Freezer (GEN.ELEC.,	649.00	0	0	0	0	0
614	121851	11016988		3942905065		02/24/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
615	121854	11016988		3942905065		02/24/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
616	121885	11017817		368096002		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
617	121885	11017817		368096002		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
618	121891	11017817		368096002		02/25/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
619	121896	11017833		2882589042		02/28/2020	Refrigerator (GEN.ELEC.,	665.00	0	0	0	0	0
620	121900	11017842		7700546039		02/28/2020	Refrigerator (GEN.ELEC.,	1430.00	0	0	0	0	0
621	121979	621212		2526571006		02/29/2020	Refrigerator (GEN.ELEC.,	1018.00	0	0	0	0	0
622	121979	621212		2526571006		02/29/2020	Refrigerator (GEN.ELEC.,	737.00	0	0	0	0	0
623	121985	11026991		6507707053		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
624	121988	11026995		270806025		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
625	121991	11026995		270806025		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
626	122015	11027244		6380435027		02/27/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
627	122067	11029776		2697411002		02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
628	122071	11029776		2697411002		02/29/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
629	122072	11029776		2697411002		02/29/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
630	122106	11027244		6380435027		02/27/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0

631	122125	11030394		408466017		02/24/2020	Refrigerator (GEN.ELEC., GTE21GSHSS, 21.2-TF-G)	1111.00	0	0	0	0	0
632	122130	11030394		408466017		02/24/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
633	122213	11031577		3846895095		02/23/2020	Refrigerator (GEN.ELEC., GTE17GTNWW, 16.6 TF-A-G)	704.00	0	0	0	0	0
634	122229	651024		7752056006		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
635	122229	651024		7752056006		02/29/2020	Refrigerator (GEN.ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
636	122233	651024		7752056006		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
637	122236	651024		7752056006		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
638	122252	6317362		5242271017		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
639	122276	11016902		7665038010		02/29/2020	Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
640	122278	11016902		7665038010		02/29/2020	Freezer (HOTPOINT, HCM7SM, 7.1 CF-MANUAL)	358.00	0	0	0	0	0
641	122280	11016902		7665038010		02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
642	122283	11016902		7665038010		02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
643	122296	11032709		5260317007		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
644	122296	11032709		5260317007		02/29/2020	Freezer (HOTPOINT, HCM7SM, 7.1 CF-MANUAL)	358.00	0	0	0	0	0
645	122299	11032709		5260317007		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
646	122306	11032806		5189103003		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
647	122306	11032806		5189103003		02/29/2020	Refrigerator (GEN.ELEC., GNE25JSKSS, 24.8-TRIO-DRAW-I&W)	1595.00	0	0	0	0	0
648	122317	11032806		5189103003		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
649	122320	11032806		5189103003		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
650	122337	11032826		7344198015		02/28/2020	Refrigerator (GEN.ELEC., GTE18GSHSS, 18.2 TF-A-G)	908.00	0	0	0	0	0
651	122339	11032826		7344198015		02/28/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
652	122344	11032829		1469626098		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
653	122398	11037947		6272462018		02/29/2020	Refrigerator (GE-GO TO, GTE18GTNWW, 17.5 TF-A-G)	737.00	0	0	0	0	0
654	122404	11037947		6272462018		02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
655	122409	11039317		1640782020		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
656	122409	11039317		1640782020		02/29/2020	Refrigerator (GE-COUNT., GYE22HSKSS, 22.2-TRIO-DRAW-	2420.00	0	0	0	0	0
657	122420	11039317		1640782020		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
658	122423	11039317		1640782020		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
659	122464	11045083		7645364046		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
660	122464	11045083		7645364046		02/27/2020	Refrigerator (GE-GO TO,	847.00	0	0	0	0	0
661	122471	11045083		7645364046		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
662	122485	11045088		3888566026		02/24/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
663	122492	11045088		3888566026		02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
664	122520	11046845		5208491093		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
665	122531	11050858		5226189005		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
666	122534	11050858		5226189005		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
667	122591	11032726		6269657030		02/28/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
668	122594	11032726		6269657030		02/28/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
669	122597	11032727		3829680045		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
670	122601	11032727		3829680045		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
671	122604	11032727		3829680045		02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
672	122609	11032728		7714738009		02/28/2020	Refrigerator (GE-GO TO,	847.00	0	0	0	0	0
673	122611	11032728		7714738009		02/28/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
674	122621	11030628		6270819000		02/29/2020	Refrigerator (GEN.ELEC., GFE24JGKBB, 23.8-TRIO-DRAW-	1979.00	0	0	0	0	0
675	122623	11030628		6270819000		02/29/2020	Custom Work Order Charges - Clothes	820.00	0	0	0	0	0
676	122637	11054229		1486004023		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
677	122640	11054229		1486004023		02/27/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
678	122643	11054229		1486004023		02/27/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
679	122646	11054229		1486004023		02/27/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
680	122668	11054230		8764251021		02/29/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
681	122666	11054230		8764251021		02/29/2020	Refrigerator (GEN.ELEC.,	704.00	0	0	0	0	0
682	122670	11030630		3976795000		02/25/2020	Refrigerator (GEN.ELEC., GNE25JGKWW, 24.8-TRIO-DRAW-	1535.00	0	0	0	0	0
683	122670	11030630		3976795000		02/25/2020	Freezer (GEN.ELEC., FCM11PHWW,	439.00	0	0	0	0	0
684	122673	11030630		3976795000		02/25/2020	Custom Work Order Charges -	327.00	0	0	0	0	0

685	122699	4733070	7841825006	02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
686	122699	4733070	7841825006	02/28/2020	Refrigerator (GE-NEW, GWE19JSLSS, 16.6 TRIO-CNT-I&W)	1899.00	0	0	0	0	0
687	122703	11054440	1355389044	02/28/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
688	122706	4733070	7841825006	02/28/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
689	122721	7031758	194504026	02/24/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
690	122741	11054727	74696165	02/29/2020	Refrigerator (GEN.ELEC., GFE12FGKBB, 11.6 TF-G)	700.00	0	0	0	0	0
691	122758	11054276	7517238011	02/27/2020	Refrigerator (GEN.ELEC., GFE24JUSKSS, 23.8-TRIO-DRAW-I&W)	2089.00	0	0	0	0	0
692	122760	11054276	7517238011	02/27/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
693	122786	11054830	288916067	03/02/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
694	122789	11054830	288916067	02/26/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
695	122792	11054828	6579869075	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
696	122813	11054861	5371699058	02/29/2020	Refrigerator (GEN.ELEC., GTE1GTNBB, 16.6 TF-A-G)	704.00	0	0	0	0	0
697	122815	11054861	5371699058	02/29/2020	Custom Work Order Charges - Clothes Washer	682.00	0	0	0	0	0
698	122832	11054871	7519373013	02/29/2020	Refrigerator (GEN.ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
699	122835	11054873	8910674027	02/28/2020	Refrigerator (GEN.ELEC., GZS22DGJBB, 21.9 SS-I & W-COUNT)	1594.00	0	0	0	0	0
700	122837	11054873	8910674027	02/28/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
701	122845	9911449	9090502194	02/24/2020	Refrigerator (GEN.ELEC., GTE21GTHWW, 21.2-TF-G)	1018.00	0	0	0	0	0
702	122939	6476770	5390440028	02/24/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
703	122940	5087312	8874412010	02/21/2020	Refrigerator (GEN.ELEC., GTE21GTHBB, 21.2-TF-G)	1018.00	0	0	0	0	0
704	122942	5087312	8874412010	02/21/2020	Custom Work Order Charges - Dehumidifier	327.00	0	0	0	0	0
705	122867	7432116	6452786011	02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
706	122875	7432116	6452786011	02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
707	122883	7432116	6452786011	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
708	122910	4764809	5318384007	02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
709	122913	4764809	5318384007	02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
710	122916	4764809	5318384007	02/24/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
711	122921	11063163	232159036	02/26/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
712	122921	11063163	232159036	02/26/2020	Freezer (GEN.ELEC.,	649.00	0	0	0	0	0
713	122925	11063163	232159036	02/26/2020	Custom Work Order Charges -	335.00	0	0	0	0	0
714	122930	11063163	232159036	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
715	122936	11063163	232159036	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
716	122943	3810580	5172358025	02/26/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
717	122945	3810580	5172358025	02/26/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
718	122948	3810580	5172358025	02/26/2020	Freezer (GEN.ELEC.,	649.00	0	0	0	0	0
719	123011	11085128	7753160009	02/26/2020	Refrigerator (GE-NEW, GIE19JNSNS,	957.00	0	0	0	0	0
720	123052	4180152	6435927009	02/29/2020	Custom Work Order Charges -	327.00	0	0	0	0	0
721	123053	4180152	6435927009	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
722	120593	10845041	5260656036	02/26/2020	Refrigerator (GEN.ELEC.,	957.00	0	0	0	0	0
723	120598	10845041	5260656036	02/26/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
724	123142	11102750	8911082005	02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
725	123145	11102750	8911082005	02/29/2020	Custom Work Order Charges -	320.00	0	0	0	0	0
726	123163	11102750	8911082005	02/29/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
727	123191	11085775	6269771135	02/27/2020	Refrigerator (GE-GO TO,	737.00	0	0	0	0	0
728	123250	11126035	7862187001	02/27/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
729	123253	11126035	7862187001	02/27/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
730	123256	11125940	5024527030	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
731	123279	880874	1355687027	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
732	123282	880874	1355687027	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
733	123285	880874	1355687027	02/29/2020	AC (AEM10AX, 10000, 10000 BTU)	510.00	0	0	0	0	0
734	123288	880874	1355687027	02/29/2020	Refrigerator (GE-NEW, GIE19JNSNS,	957.00	0	0	0	0	0
735	123290	880874	1355687027	02/29/2020	Freezer (GEN.ELEC.,	649.00	0	0	0	0	0
736	123344	11130650	7642745076	02/29/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
737	123350	11131907	6597709018	02/28/2020	Refrigerator (GEN.ELEC.,	704.00	0	0	0	0	0
738	123352	11131907	6597709018	02/28/2020	Custom Work Order Charges - Clothes	682.00	0	0	0	0	0
739	123381	11133354	7628023000	02/26/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
740	123381	11133354	7628023000	02/26/2020	Refrigerator (GEN.ELEC.,	847.00	0	0	0	0	0
741	123399	11133381	4034859093	02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0

The Narragansett Electric Company
d/b/a Rhode Island Energy
Energy Efficiency Program
Responses to Division's Third Set of Informal Data Requests
Attachment 3-3-1
Page 14 of 15

742	123402	11133381		4034859093		02/29/2020	Custom Work Order Charges - Clothes Washer	820.00	0	0	0	0	0
743	123461	11133988		5260719001		02/29/2020	AC (AEM12AX, 12000, 12000 BTU)	520.00	0	0	0	0	0
744	123461	11133988		5260719001		02/29/2020	Refrigerator (GE-NEW, GIE17GSN, 16.6 TF-A-G-ICE)	845.00	0	0	0	0	0
745	123596	11136981		174432029		02/29/2020	AC (AEM08LX, 8000, 8000 BTU)	410.00	0	0	0	0	0
746	123821	10772293		7842767049		02/29/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
747	122384	2310826		153274018		02/24/2020	Custom Work Order Charges - Dehumidifier	320.00	0	0	0	0	0
748	121041	4714647		4104138001		02/23/2020	AC (AHM05LY, 5000, 5000 BTU)	305.00	0	0	0	0	0
749	123513	11133993		7666010016		02/29/2020	AC (AEM06LX, 6000, 6000 BTU)	360.00	0	0	0	0	0
Total								422198.00	0	0	0	0	0

Row Labels	Count of Billing Acct #	Sum of Total	(d)	(e)	(f)
			Lead appliance Admin Charge	Lead admin charge calculation	Agency admin charge calculation Price
AC (AEM06LX, 6000, 6000 BTU)	191	\$68,760.00	\$30.00	\$5,730.00	\$4,775.00 \$360
AC (AEM08LX, 8000, 8000 BTU)	69	\$28,290.00	\$30.00	\$2,070.00	\$1,725.00 \$410
AC (AEM10AX, 10000, 10000 BTU)	41	\$20,910.00	\$30.00	\$1,230.00	\$1,025.00 \$510
AC (AEM12AX, 12000, 12000 BTU)	35	\$18,200.00	\$30.00	\$1,050.00	\$875.00 \$520
AC (AHM05LY, 5000, 5000 BTU)	80	\$24,400.00	\$30.00	\$2,400.00	\$2,000.00 \$305
Custom Work Order Charges - Clothes Washer	86	\$64,246.00	\$30.00	\$2,580.00	\$2,150.00 \$747
Custom Work Order Charges - Dehumidifier	72	\$23,601.00	\$25.00	\$1,800.00	\$1,800.00 \$328
Freezer (GEN.ELEC., FCM11PHWW, 10.6 CF-MANUAL)	2	\$878.00	\$30.00	\$60.00	\$50.00 \$439
Freezer (GEN.ELEC., FUF14DLRWW, 14.1UF-AUTO)	10	\$6,490.00	\$30.00	\$300.00	\$250.00 \$649
Freezer (GEN.ELEC., FUF17DLRWW, 17.3-AUTO)	1	\$781.00	\$30.00	\$30.00	\$25.00 \$781
Freezer (GEN.ELEC., FUF21DLRWW, 21.0 UF-AUTO)	2	\$1,758.00	\$30.00	\$60.00	\$50.00 \$879
Freezer (HOTPOINT, HCM5SM, 5.1 CF-MANUAL)	5	\$1,625.00	\$30.00	\$150.00	\$125.00 \$325
Freezer (HOTPOINT, HCM7SM, 7.1 CF-MANUAL)	5	\$1,790.00	\$30.00	\$150.00	\$125.00 \$358
Freezer (HOTPOINT, HCM9DM, 9.4 CF-MANUAL)	1	\$439.00	\$30.00	\$30.00	\$25.00 \$439
Refrigerator (GE-COUNT., GYE22HSKSS, 22.2-TRIO-DRAW-I&W)	1	\$2,420.00	\$30.00	\$30.00	\$25.00 \$2,420
Refrigerator (GE-GO TO, GIE18GTNWW, 17.5 TF-A-G-ICE)	1	\$769.00	\$30.00	\$30.00	\$25.00 \$769
Refrigerator (GE-GO TO, GTE18GSNSS, 17.5 TF-A-G)	4	\$3,388.00	\$30.00	\$120.00	\$100.00 \$847
Refrigerator (GE-GO TO, GTE18GTNWW, 17.5 TF-A-G)	3	\$2,211.00	\$30.00	\$90.00	\$75.00 \$737
Refrigerator (GEN.ELEC., GBE21DGKBB, 21.0 BF-DOOR-NO ICE)	1	\$1,155.00	\$30.00	\$30.00	\$25.00 \$1,155
Refrigerator (GEN.ELEC., GBE21DGKWW, 21.0 BF-DOOR-NO ICE)	1	\$1,155.00	\$30.00	\$30.00	\$25.00 \$1,155
Refrigerator (GEN.ELEC., GDE21EGKBB, 20.9 BF-DRAW-ICE)	1	\$1,293.00	\$30.00	\$30.00	\$25.00 \$1,293
Refrigerator (GEN.ELEC., GDE21EGKWW, 20.9 BF-DRAW-ICE)	1	\$1,293.00	\$30.00	\$30.00	\$25.00 \$1,293
Refrigerator (GEN.ELEC., GFE24JGKBB, 23.8-TRIO-DRAW-I&W)	2	\$3,958.00	\$30.00	\$60.00	\$50.00 \$1,979
Refrigerator (GEN.ELEC., GFE24JGKWW, 23.8-TRIO-DRAW-I&W)	2	\$3,958.00	\$30.00	\$60.00	\$50.00 \$1,979
Refrigerator (GEN.ELEC., GFE24JSKSS, 23.8-TRIO-DRAW-I&W)	2	\$4,178.00	\$30.00	\$60.00	\$50.00 \$2,089
Refrigerator (GEN.ELEC., GIE18GTHWW, 17.5 TF-A-G-ICE)	2	\$1,538.00	\$30.00	\$60.00	\$50.00 \$769
Refrigerator (GEN.ELEC., GIE18ISHSS, 18.2 TF-A-G-ICE)	2	\$1,914.00	\$30.00	\$60.00	\$50.00 \$957
Refrigerator (GEN.ELEC., GIE21GTHBB, 21.2-TF-G-ICE)	1	\$985.00	\$30.00	\$30.00	\$25.00 \$985
Refrigerator (GEN.ELEC., GIE21GTHWW, 21.2-TF-G-ICE)	2	\$1,970.00	\$30.00	\$60.00	\$50.00 \$985
Refrigerator (GEN.ELEC., GNE21FSKSS, 20.8 TRIO-DRAW-ICE)	3	\$4,617.00	\$30.00	\$90.00	\$75.00 \$1,539
Refrigerator (GEN.ELEC., GNE25JGKWW, 24.8-TRIO-DRAW-I&W)	2	\$3,070.00	\$30.00	\$60.00	\$50.00 \$1,535
Refrigerator (GEN.ELEC., GNE25JSKSS, 24.8-TRIO-DRAW-I&W)	2	\$3,190.00	\$30.00	\$60.00	\$50.00 \$1,595
Refrigerator (GEN.ELEC., GPE21FGKBB, 11.6 TF-G)	2	\$1,400.00	\$30.00	\$60.00	\$50.00 \$700
Refrigerator (GEN.ELEC., GSE23GGKW, 23.2 SS-ICE & W)	1	\$1,462.00	\$30.00	\$30.00	\$25.00 \$1,462
Refrigerator (GEN.ELEC., GSE23GSKSS, 23.2 SS-ICE & W)	1	\$1,572.00	\$30.00	\$30.00	\$25.00 \$1,572
Refrigerator (GEN.ELEC., GSE25GGHBB, 25.4 SS-ICE & W)	1	\$1,287.00	\$30.00	\$30.00	\$25.00 \$1,287
Refrigerator (GEN.ELEC., GSE25GSHSS, 25.4 SS-ICE & W)	4	\$5,720.00	\$30.00	\$120.00	\$100.00 \$1,430
Refrigerator (GEN.ELEC., GSE25HSHSS, 25.3 SS-ICE & W)	3	\$4,452.00	\$30.00	\$90.00	\$75.00 \$1,484
Refrigerator (GEN.ELEC., GTE15CTHBB, 14.6 TF-A-W)	1	\$665.00	\$30.00	\$30.00	\$25.00 \$665
Refrigerator (GEN.ELEC., GTE16DTNCC, 15.6 TF-A-W)	1	\$665.00	\$30.00	\$30.00	\$25.00 \$665
Refrigerator (GEN.ELEC., GTE17GSN, 16.6 TF-A-G)	2	\$1,606.00	\$30.00	\$60.00	\$50.00 \$803
Refrigerator (GEN.ELEC., GTE17GTNBB, 16.6 TF-A-G)	3	\$2,112.00	\$30.00	\$90.00	\$75.00 \$704
Refrigerator (GEN.ELEC., GTE17GTNWW, 16.6 TF-A-G)	8	\$5,632.00	\$30.00	\$240.00	\$200.00 \$704
Refrigerator (GEN.ELEC., GTE18GM, 17.5 TF-A-G)	1	\$847.00	\$30.00	\$30.00	\$25.00 \$847
Refrigerator (GEN.ELEC., GTE18GSHSS, 17.5 TF-A-G)	4	\$3,388.00	\$30.00	\$120.00	\$100.00 \$847
Refrigerator (GEN.ELEC., GTE18GTHCC, 17.5 TF-A-G)	1	\$737.00	\$30.00	\$30.00	\$25.00 \$737
Refrigerator (GEN.ELEC., GTE18GTHWW, 17.5 TF-A-G)	19	\$14,003.00	\$30.00	\$570.00	\$475.00 \$737
Refrigerator (GEN.ELEC., GTE18ISHSS, 18.2 TF-A-G)	10	\$9,080.00	\$30.00	\$300.00	\$250.00 \$908
Refrigerator (GEN.ELEC., GTE18ITHBB, 18.2 TF-A-G)	2	\$1,640.00	\$30.00	\$60.00	\$50.00 \$820
Refrigerator (GEN.ELEC., GTE18ITHWW, 18.2 TF-A-G)	12	\$9,840.00	\$30.00	\$360.00	\$300.00 \$820
Refrigerator (GEN.ELEC., GTE21GSHSS, 21.2-TF-G)	6	\$6,666.00	\$30.00	\$180.00	\$150.00 \$1,111
Refrigerator (GEN.ELEC., GTE21GTHBB, 21.2-TF-G)	5	\$5,090.00	\$30.00	\$150.00	\$125.00 \$1,018
Refrigerator (GEN.ELEC., GTE21GTHCC, 21.2-TF-G)	5	\$5,090.00	\$30.00	\$150.00	\$125.00 \$1,018
Refrigerator (GEN.ELEC., GTE21GTHWW, 21.2-TF-G)	10	\$10,180.00	\$30.00	\$300.00	\$250.00 \$1,018
Refrigerator (GEN.ELEC., GZS22DGJBB, 21.9 SS-I & W-COUNT)	1	\$1,594.00	\$30.00	\$30.00	\$25.00 \$1,594
Refrigerator (GEN.ELEC., GZS22DGJWW, 21.9 SS-I & W-COUNT)	1	\$1,594.00	\$30.00	\$30.00	\$25.00 \$1,594
Refrigerator (GEN.ELEC., GZS22DSJSS, 21.9 SS-I & W-COUNT)	2	\$3,610.00	\$30.00	\$60.00	\$50.00 \$1,805
Refrigerator (GEN.ELECTRIC, GFE26JSMSS, 25.6 TRIO-DRAWER-I&w)	6	\$12,378.00	\$30.00	\$180.00	\$150.00 \$2,063
Refrigerator (GE-NEW, GIE17GSN, 16.6 TF-A-G-IC ¹)	1	\$845.00	\$30.00	\$30.00	\$25.00 \$845
Refrigerator (GE-NEW, GIE19JSNSS, 17.5 TF-A-G-IC)		\$1,914.00	\$30.00	\$60.00	\$50.00 \$95
Refrigerator (GE-NEW, GWE19JSLSS, 18.6 TRIO-CNT-I&W)		\$1,899.00	\$30.00	\$30.00	\$25.00 \$1,899
Grand To	74	\$422,198.0		\$22,110.0	\$18,725.0

DIV 1-38
Appliance Management Program

Request:

For each year 2017 through 2021, please provide a separate Excel chart with each category of expense across the top of the chart and the months of the year down the left side. Populate with the numbers set forth on the invoices provided in the 135 pages of Attachment 2-3. Total the categories.

Response:

Please see Attachment DIV 1-38.

Attachment 3-4-1

Invoice Date	Invoice Number	Refrigerator Replacement/Remo val Charges	Freezer Replacement/Remo val Charges	AC Replacement/Remo val Charges	AC Water Bed Replacement/Remo val Charges	Refrigerator Service Charges	Refrigerator Service Orders Changes	Custom Work Orders Changes	Lead Appliance Vendor Admin Charges	Lead Agency Admin Charges	Total Invoice Charges (Excluding Additional Invoice Expenses)	Additional Invoice Expenses	Total Invoice Amount	Total Amount Due	Total Amount Due after Adjustments
1/6/2017	120283	\$51,821.00	\$1,515.00	\$3,580.00	\$0.00	\$214.70	\$0.00	\$0.00	\$0.00	\$0.00	\$57,130.70	\$0.00	\$57,130.70	\$60,540.70	\$60,540.70
2/3/2017	120764	\$46,869.00	\$2,110.00	\$2,387.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,366.00	\$0.00	\$51,366.00	\$54,226.00	\$54,226.00
2/8/2017	121142	\$25,446.00	\$620.00	\$5,257.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,323.00	\$0.00	\$31,323.00	\$33,358.00	\$33,358.00
3/22/2017	121560	\$84,242.00	\$2,572.00	\$11,354.00	\$0.00	\$349.13	\$0.00	\$0.00	\$0.00	\$0.00	\$98,517.13	\$0.00	\$98,517.13	\$104,897.00	\$104,897.00
3/18/2017	121981	\$80,011.00	\$3,440.00	\$10,198.00	\$0.00	\$145.00	\$0.00	\$0.00	\$0.00	\$0.00	\$93,794.00	\$0.00	\$93,794.00	\$99,514.00	\$99,514.00
3/18/2017	122358	\$46,144.00	\$2,344.00	\$6,424.00	\$0.00	\$965.30	\$0.00	\$0.00	\$0.00	\$0.00	\$55,877.30	\$0.00	\$55,877.30	\$59,452.30	\$59,452.30
4/18/2017	122725	\$45,098.00	\$2,064.00	\$10,123.00	\$0.00	\$215.93	\$0.00	\$0.00	\$0.00	\$0.00	\$57,500.93	\$0.00	\$57,500.93	\$61,625.93	\$61,625.93
4/18/2017	123180	\$80,179.00	\$2,584.00	\$12,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$94,995.00	\$0.00	\$94,995.00	\$101,265.00	\$101,265.00
5/9/2017	123528	\$56,142.00	\$1,795.00	\$8,353.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,290.00	\$0.00	\$66,290.00	\$70,635.00	\$70,635.00
5/9/2017	124034	\$62,044.00	\$3,468.00	\$12,610.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$78,122.00	\$0.00	\$78,122.00	\$83,512.00	\$83,512.00
5/25/2017	124428	\$58,062.00	\$2,559.00	\$8,199.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68,820.00	\$0.00	\$68,820.00	\$73,220.00	\$73,220.00
6/15/2017	124928	\$72,650.00	\$3,113.00	\$16,088.00	\$0.00	\$207.18	\$0.00	\$0.00	\$0.00	\$0.00	\$92,058.18	\$0.00	\$92,058.18	\$98,713.18	\$98,713.18
6/24/2017	125314	\$66,000.00	\$3,189.00	\$16,501.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,690.00	\$0.00	\$85,690.00	\$92,180.00	\$92,180.00
7/21/2017	126050	\$65,192.00	\$1,005.00	\$10,386.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,790.51	\$0.00	\$76,790.51	\$82,070.51	\$82,070.51
8/4/2017	126329	\$50,039.00	\$2,788.00	\$8,252.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,684.00	\$0.00	\$61,684.00	\$66,029.00	\$66,029.00
8/8/2017	126879	\$104,108.00	\$6,234.00	\$27,170.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$137,512.00	\$0.00	\$137,512.00	\$148,402.00	\$148,402.00
8/18/2017	127174	\$29,801.00	\$1,500.00	\$8,560.00	\$0.00	\$1,683.34	\$0.00	\$0.00	\$0.00	\$0.00	\$41,544.34	\$0.00	\$41,544.34	\$44,734.34	\$44,734.34
9/6/2017	127736	\$133,589.00	\$5,903.00	\$30,343.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$169,835.00	\$0.00	\$169,835.00	\$181,660.00	\$181,660.00
9/16/2017	128089	\$62,541.00	\$2,444.00	\$7,193.00	\$0.00	\$145.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72,323.00	\$0.00	\$72,323.00	\$77,163.00	\$77,163.00
10/11/2017	128792	\$149,372.00	\$9,234.00	\$42,749.00	\$0.00	\$0.00	\$185.00	\$0.00	\$0.00	\$0.00	\$201,540.00	\$0.00	\$201,540.00	\$216,915.00	\$216,915.00
10/20/2017	129211	\$20,298.00	\$1,295.00	\$5,504.00	\$0.00	\$1,099.00	\$1,307.00	\$0.00	\$1,290.00	\$925.00	\$29,503.00	\$150.00	\$30,003.00	\$31,868.00	\$31,868.00
11/3/2017	129523	\$50,777.00	\$3,448.00	\$17,145.00	\$0.00	\$508.58	\$1,689.00	\$0.00	\$3,300.00	\$2,575.00	\$73,567.58	\$175.00	\$74,000.00	\$79,617.58	\$79,617.58
11/15/2017	130074	\$26,057.00	\$450.00	\$3,788.00	\$0.00	\$0.00	\$3,045.00	\$0.00	\$1,350.00	\$800.00	\$33,340.00	\$325.00	\$33,665.00	\$35,815.00	\$35,815.00
12/6/2017	130867	\$144,441.00	\$8,464.00	\$39,134.00	\$0.00	\$145.00	\$76,394.00	\$0.00	\$11,700.00	\$9,750.00	\$268,578.00	\$0.00	\$268,578.00	\$290,028.00	\$290,028.00
12/14/2017	131146	\$64,886.00	\$3,068.00	\$11,811.00	\$0.00	\$421.25	\$16,251.00	\$0.00	\$4,050.00	\$3,375.00	\$96,437.25	\$0.00	\$96,437.25	\$103,862.25	\$103,862.25
12/27/2017	131913	\$81,369.00	\$3,683.00	\$16,645.00	\$0.00	\$0.00	\$36,092.00	\$0.00	\$5,850.00	\$4,875.00	\$137,789.00	\$0.00	\$137,789.00	\$148,514.00	\$148,514.00
Totals		\$1,757,178.00	\$80,889.00	\$351,986.00	\$0.00	\$6,911.92	\$134,963.00	\$0.00	\$27,540.00	\$22,300.00	\$2,331,927.92	\$0.00	\$2,331,927.92	\$2,499,817.79	\$2,499,817.79

0
0

Invoice Date	Invoice Number	Refrigerator Replacement/Removal Charges	Freezer Replacement/Removal Charges	AC Replacement/Removal Charges	AC Water Bed Replacement Charges	Refrigerator Service Charges	Custom Work Orders/Changes	Lead Appliance Vendor Admin Charges	Lead Agency Admin Charges	Total Invoice Charges (Excluding Additional Invoice Expenses)	Additional Invoice Expenses	Total Invoice Amount	Total Amount Due after Adjustments
1/12/2018	132338	\$79,748.00	\$8,913.00	\$14,670.00	\$0.00	\$2,898.37	\$16,820.00	\$5,220.00	\$4,350.00	\$123,049.37	\$132,619.37	\$132,619.37	\$132,619.37
1/19/2018	132807	\$19,197.00	\$1,964.00	\$6,531.00	\$0.00	\$1,140.00	\$10,013.00	\$1,830.00	\$1,525.00	\$38,845.00	\$42,200.00	\$42,200.00	\$42,200.00
2/3/2018	133153	\$51,107.00	\$3,065.00	\$8,148.00	\$0.00	\$388.16	\$28,966.00	\$3,930.00	\$3,275.00	\$91,674.16	\$98,879.16	\$98,879.16	\$98,879.16
2/16/2018	133641	\$137,505.00	\$12,185.00	\$16,499.00	\$0.00	\$0.00	\$45,469.00	\$8,155.00	\$6,925.00	\$211,658.00	\$226,738.00	\$226,738.00	\$226,738.00
3/3/2018	134078	\$81,415.00	\$4,637.00	\$16,374.00	\$0.00	\$0.00	\$43,647.00	\$6,375.00	\$5,450.00	\$146,074.00	\$157,899.00	\$157,899.00	\$157,899.00
3/20/2018	134521	\$41,864.00	\$2,674.00	\$6,164.00	\$0.00	\$0.00	\$23,749.00	\$3,190.00	\$2,725.00	\$74,451.00	\$80,366.00	\$80,366.00	\$80,366.00
4/4/2018	134924	\$80,073.00	\$4,689.00	\$8,062.00	\$0.00	\$1,150.00	\$51,910.00	\$5,950.00	\$5,025.00	\$145,884.00	\$156,859.00	\$156,859.00	\$156,859.00
4/17/2018	135646	\$114,277.00	\$3,189.00	\$13,952.00	\$0.00	\$645.00	\$25,741.00	\$6,685.00	\$5,700.00	\$157,804.00	\$170,189.00	\$170,189.00	\$170,189.00
4/25/2018	136021	\$99,107.00	\$4,713.00	\$13,318.00	\$0.00	\$945.00	\$10,946.00	\$4,925.00	\$4,200.00	\$129,029.00	\$138,154.00	\$138,154.00	\$138,154.00
5/10/2018	136450	\$77,927.00	\$5,734.00	\$15,852.00	\$0.00	\$0.00	\$22,672.00	\$5,215.00	\$4,425.00	\$122,185.00	\$131,825.00	\$131,825.00	\$131,825.00
6/5/2018	137142	\$52,711.00	\$2,090.00	\$8,906.00	\$0.00	\$0.00	\$79,485.00	\$6,150.00	\$5,175.00	\$143,192.00	\$154,517.00	\$154,517.00	\$154,517.00
6/13/2018	137436	\$42,107.00	\$915.00	\$4,952.00	\$0.00	\$0.00	\$25,678.00	\$3,140.00	\$2,650.00	\$73,652.00	\$79,442.00	\$79,442.00	\$79,442.00
6/23/2018	138038	\$94,016.00	\$5,463.00	\$29,104.00	\$0.00	\$1,285.00	\$59,041.00	\$8,840.00	\$7,475.00	\$188,909.00	\$205,224.00	\$205,224.00	\$205,224.00
7/13/2018	138763	\$77,886.00	\$5,313.00	\$22,654.00	\$0.00	\$206.41	\$47,879.00	\$7,515.00	\$6,350.00	\$153,688.41	\$167,503.41	\$167,503.41	\$167,503.41
7/19/2018	138955	\$41,385.00	\$450.00	\$10,474.00	\$0.00	\$315.43	\$20,158.00	\$3,495.00	\$3,000.00	\$72,782.43	\$79,277.43	\$79,277.43	\$79,277.43
8/9/2018	139402	\$50,952.00	\$7,530.00	\$13,373.00	\$0.00	\$216.37	\$35,650.00	\$5,060.00	\$4,300.00	\$107,721.37	\$117,081.37	\$117,081.37	\$117,081.37
8/21/2018	140011	\$17,660.00	\$1,550.00	\$8,719.00	\$0.00	\$0.00	\$8,194.00	\$2,025.00	\$1,750.00	\$36,123.00	\$39,898.00	\$39,898.00	\$39,898.00
9/6/2018	140629	\$111,185.00	\$5,144.00	\$36,419.00	\$0.00	\$175.00	\$32,020.00	\$8,695.00	\$7,300.00	\$184,943.00	\$200,938.00	\$200,938.00	\$200,938.00
9/19/2018	141013	\$42,028.00	\$2,074.00	\$24,454.00	\$0.00	\$145.00	\$25,106.00	\$4,935.00	\$4,125.00	\$93,807.00	\$102,867.00	\$102,867.00	\$102,867.00
10/6/2018	141786	\$44,987.00	\$2,034.00	\$26,197.00	\$0.00	\$0.00	\$19,774.00	\$4,885.00	\$4,100.00	\$92,992.00	\$101,977.00	\$101,977.00	\$101,977.00
10/19/2018	142173	\$83,811.00	\$4,617.00	\$38,354.00	\$0.00	\$2,153.49	\$35,290.00	\$8,435.00	\$7,150.00	\$164,225.49	\$179,810.49	\$179,810.49	\$179,810.49
11/7/2018	142736	\$2,200.00	\$0.00	\$1,347.00	\$0.00	\$714.99	\$0.00	\$180.00	\$150.00	\$4,461.99	\$4,791.99	\$4,791.99	\$4,791.99
11/10/2018	142867	\$82,621.00	\$5,639.00	\$39,835.00	\$0.00	\$422.11	\$38,896.00	\$8,290.00	\$6,950.00	\$167,413.11	\$182,653.11	\$182,653.11	\$182,653.11
11/28/2018	143495	\$108,976.00	\$5,955.00	\$52,813.00	\$0.00	\$0.00	\$29,924.00	\$10,670.00	\$8,975.00	\$197,668.00	\$217,313.00	\$217,313.00	\$217,313.00
12/11/2018	143781	\$48,827.00	\$450.00	\$7,150.00	\$0.00	\$0.00	\$14,225.00	\$2,875.00	\$2,400.00	\$70,652.00	\$75,927.00	\$75,927.00	\$75,927.00
Totals		\$1,683,273.00	\$100,987.00	\$444,521.00	\$0.00	\$12,800.33	\$751,253.00	\$136,665.00	\$115,450.00	\$2,992,834.33	\$0.00	\$3,244,949.33	\$3,244,949.33

Invoice Date	Invoice Number	Refrigerator Replacement/Removal Charges	Freezer Replacement/Removal Charges	AC Replacement/Removal Charges	AC Replacement/Removal Charges	AC Water Bed Replacement Charges	Refrigerator Service Charges	Lead Appliance Vendor Admin Charges	Lead Agency Admin Charges	Total Invoice Charges (Excluding Additional Invoice Expenses)	Additional Invoice Expenses	Total Invoice Amount	Total Amount Due after Adjustments
1/8/2019	145182	\$128,613.00	\$7,797.00	\$50,959.00	\$0.00	\$60,170.00	\$3,595.24	\$0.00	\$0.00	\$251,134.24	\$0.00	\$274,064.24	\$274,064.24
1/8/2019	145212	\$14,667.00	\$1,220.00	\$0.00	\$0.00	\$10,425.00	\$0.00	\$1,085.00	\$900.00	\$26,312.00	\$0.00	\$28,267.00	\$28,267.00
1/25/2019	145812	\$101,639.00	\$3,325.00	\$3,250.00	\$0.00	\$20,841.00	\$394.09	\$4,200.00	\$2,575.00	\$129,449.09	\$0.00	\$137,224.09	\$137,224.09
2/5/2019	146040	\$62,242.00	\$5,930.00	\$0.00	\$0.00	\$14,311.00	\$0.00	\$2,670.00	\$2,275.00	\$82,483.00	\$0.00	\$87,428.00	\$87,428.00
2/7/2019	146131	\$4,581.00	\$0.00	\$31,942.00	\$0.00	\$9,731.00	\$0.00	\$3,420.00	\$2,850.00	\$46,254.00	\$0.00	\$52,524.00	\$52,524.00
2/23/2019	146607	\$82,324.00	\$7,223.00	\$0.00	\$0.00	\$57,149.00	\$4,775.00	\$4,000.00	\$4,000.00	\$142,696.00	\$0.00	\$151,471.00	\$151,471.00
3/7/2019	147067	\$83,266.00	\$7,755.00	\$0.00	\$0.00	\$22,672.00	\$3,870.00	\$3,300.00	\$2,075.00	\$113,693.00	\$0.00	\$120,863.00	\$120,863.00
3/20/2019	147305	\$52,895.00	\$1,945.84	\$0.00	\$0.00	\$23,247.00	\$2,455.00	\$0.00	\$600.00	\$80,030.84	\$0.00	\$84,560.84	\$84,560.84
3/20/2019	147373	\$0.00	\$0.00	\$10,594.00	\$0.00	\$0.00	\$720.00	\$0.00	\$0.00	\$10,594.00	\$0.00	\$11,914.00	\$11,914.00
4/3/2019	147883	\$70,166.00	\$4,050.00	\$0.00	\$0.00	\$29,335.00	\$3,315.00	\$1,450.00	\$1,450.00	\$103,690.00	\$0.00	\$109,780.00	\$109,780.00
4/10/2019	148096	\$0.00	\$0.00	\$26,866.00	\$0.00	\$0.00	\$1,740.00	\$0.00	\$1,450.00	\$26,866.00	\$0.00	\$30,056.00	\$30,056.00
4/18/2019	148355	\$41,803.00	\$2,512.00	\$16,400.00	\$0.00	\$14,649.00	\$3,270.00	\$0.00	\$2,800.00	\$75,364.00	\$0.00	\$81,434.00	\$81,434.00
4/26/2019	149037	\$78,473.00	\$1,193.00	\$360.00	\$0.00	\$22,507.00	\$3,370.00	\$5,200.00	\$2,850.00	\$102,533.00	\$0.00	\$108,753.00	\$108,753.00
5/2/2019	151472	\$100,702.00	\$3,641.00	\$12,400.00	\$0.00	\$46,131.00	\$6,060.00	\$5,200.00	\$5,200.00	\$163,221.13	\$0.00	\$174,481.13	\$174,481.13
6/5/2019	153173	\$23,167.00	\$1,436.00	\$62,120.00	\$0.00	\$3,737.00	\$5,035.00	\$4,200.00	\$2,300.00	\$90,460.00	\$0.00	\$99,695.00	\$99,695.00
6/12/2019	154373	\$41,779.00	\$3,547.00	\$11,530.00	\$0.00	\$16,031.00	\$2,730.00	\$2,300.00	\$3,850.00	\$73,480.08	\$0.00	\$78,510.08	\$78,510.08
6/16/2019	156145	\$61,095.00	\$5,115.00	\$9,485.00	\$0.00	\$34,384.00	\$4,480.00	\$4,800.00	\$3,850.00	\$110,679.00	\$0.00	\$119,009.00	\$119,009.00
7/13/2019	158792	\$50,090.00	\$3,202.00	\$85,170.00	\$0.00	\$20,611.00	\$8,745.00	\$7,350.00	\$1,400.00	\$159,073.00	\$0.00	\$175,168.00	\$175,168.00
7/18/2019	159234	\$20,452.00	\$1,298.00	\$12,260.00	\$0.00	\$4,732.00	\$1,670.00	\$1,400.00	\$1,400.00	\$38,897.00	\$0.00	\$41,967.00	\$41,967.00
8/6/2019	159432	\$25,253.00	\$1,624.00	\$15,960.00	\$0.00	\$10,576.00	\$2,550.00	\$2,150.00	\$5,811.00	\$53,413.00	\$0.00	\$58,113.00	\$58,113.00
8/6/2019	161720	\$27,106.00	\$0.00	\$59,480.00	\$0.00	\$4,470.00	\$5,630.00	\$4,700.00	\$4,700.00	\$91,056.00	\$0.00	\$101,386.00	\$101,386.00
8/27/2019	163072	\$47,958.00	\$974.00	\$48,820.00	\$0.00	\$22,249.00	\$6,120.00	\$5,150.00	\$5,150.00	\$120,001.00	\$0.00	\$131,271.00	\$131,271.00
8/23/2019	163525	\$5,867.00	\$0.00	\$0.00	\$0.00	\$2,322.00	\$240.00	\$200.00	\$200.00	\$8,189.00	\$0.00	\$8,629.00	\$8,629.00
8/23/2019	164276	\$28,373.00	\$1,594.00	\$39,585.00	\$0.00	\$11,388.00	\$4,445.00	\$3,725.00	\$3,725.00	\$80,920.00	\$0.00	\$89,090.00	\$89,090.00
9/18/2019	165793	\$26,390.00	\$325.00	\$2,210.00	\$0.00	\$4,475.00	\$1,135.00	\$975.00	\$975.00	\$33,400.00	\$0.00	\$35,510.00	\$35,510.00
9/18/2019	165956	\$19,224.00	\$1,204.00	\$21,250.00	\$0.00	\$10,393.00	\$2,680.00	\$2,250.00	\$2,250.00	\$52,071.00	\$0.00	\$57,001.00	\$57,001.00
9/26/2019	167253	\$4,559.00	\$781.00	\$3,400.00	\$0.00	\$2,156.00	\$0.00	\$0.00	\$0.00	\$12,339.13	\$0.00	\$13,374.13	\$13,374.13
9/26/2019	167533	\$27,016.00	\$3,800.00	\$17,760.00	\$0.00	\$8,940.00	\$2,850.00	\$2,400.00	\$2,400.00	\$62,264.00	\$0.00	\$67,514.00	\$67,514.00
10/23/2019	168900	\$21,616.00	\$975.00	\$19,960.00	\$0.00	\$13,167.00	\$4,035.00	\$3,400.00	\$3,400.00	\$53,239.92	\$0.00	\$58,004.92	\$58,004.92
10/22/2019	168999	\$31,178.00	\$2,777.00	\$31,545.00	\$0.00	\$13,167.00	\$4,035.00	\$3,400.00	\$3,400.00	\$78,667.00	\$0.00	\$86,102.00	\$86,102.00
10/23/2019	169364	\$847.00	\$0.00	\$2,310.00	\$0.00	\$1,691.00	\$295.00	\$250.00	\$250.00	\$6,101.97	\$6,646.97	\$6,646.97	\$6,646.97
10/23/2019	169686	\$67,336.00	\$3,381.00	\$46,995.00	\$0.00	\$20,333.00	\$6,380.00	\$5,375.00	\$5,375.00	\$138,045.00	\$0.00	\$149,800.00	\$149,800.00
11/23/2019	170117	\$1,430.00	\$0.00	\$720.00	\$0.00	\$682.00	\$120.00	\$100.00	\$100.00	\$4,358.98	\$0.00	\$4,578.98	\$4,578.98
11/23/2019	170740	\$44,367.00	\$3,068.00	\$31,310.00	\$0.00	\$14,232.00	\$4,325.00	\$3,650.00	\$3,650.00	\$92,977.00	\$0.00	\$100,952.00	\$100,952.00
11/23/2019	171211	\$0.00	\$0.00	\$820.00	\$0.00	\$0.00	\$60.00	\$50.00	\$50.00	\$1,227.92	\$0.00	\$1,337.92	\$1,337.92
11/20/2019	171935	\$31,120.00	\$1,919.00	\$55,475.00	\$0.00	\$15,028.00	\$4,335.00	\$3,625.00	\$3,625.00	\$83,542.00	\$0.00	\$91,502.00	\$91,502.00
12/7/2019	172990	\$204,045.00	\$9,349.00	\$135,620.00	\$0.00	\$78,363.00	\$19,635.00	\$16,525.00	\$16,525.00	\$427,671.08	\$463,831.08	\$463,831.08	\$463,831.08
12/14/2019	174123	\$279,690.00	\$14,521.00	\$130,260.00	\$0.00	\$67,103.00	\$21,355.00	\$18,075.00	\$18,075.00	\$491,579.00	\$531,009.00	\$531,009.00	\$531,009.00
12/19/2019	174346	\$67,979.00	\$3,399.00	\$32,895.00	\$0.00	\$24,187.00	\$5,825.00	\$4,925.00	\$4,925.00	\$128,460.00	\$139,210.00	\$139,210.00	\$139,210.00
12/19/2019	174334	\$1,040.00	\$0.00	\$0.00	\$0.00	\$335.00	\$55.00	\$50.00	\$50.00	\$5,190.07	\$5,295.07	\$5,295.07	\$5,295.07
Totals		\$1,980,348.00	\$106,878.00	\$1,009,691.00	\$600.00	\$722,758.00	\$158,240.00	\$133,500.00	\$133,500.00	\$3,851,622.45	\$0.00	\$4,167,327.45	\$4,167,327.45

Invoice Date	Invoice Number	Refrigerator Replacement/Removal Charges	Freezer Replacement/Removal Charges	AC Replacement/Removal Charges	AC Replacement/Removal Charges	AC Water Bed Replacement Charges	Refrigerator Service Charges	Lead Appliance Vendor Misc Charges	Custom Work Order's Charges	Lead Appliance Vendor Admin Charges	Lead Agency Admin Charges	Total Invoice Charges (Excluding Additional Invoice Expenses)	Additional Invoice Expenses	Total Invoice Amount	Total Amount Due	Total Amount Due after Adjustments
1/11/2020	174950	\$54,305.00	\$7,678.00	\$30,555.00	\$0.00	\$0.00	\$0.00	\$20,966.00	\$5,190.00	\$4,400.00	\$113,504.00	\$123,094.00	\$123,094.00	\$123,094.00	\$123,094.00	
1/11/2020	175194	\$50,630.00	\$4,744.00	\$25,100.00	\$0.00	\$0.00	\$0.00	\$17,554.00	\$4,345.00	\$3,650.00	\$98,028.00	\$106,023.00	\$106,023.00	\$106,023.00	\$106,023.00	
2/7/2020	175591	\$36,772.00	\$2,519.00	\$8,570.00	\$769.00	\$0.00	\$0.00	\$13,278.00	\$2,375.00	\$2,000.00	\$61,908.00	\$66,283.00	\$66,283.00	\$66,283.00	\$66,283.00	
2/7/2020	175752	\$665.00	\$0.00	\$0.00	\$324.90	\$0.00	\$2,970.94	\$0.00	\$30.00	\$25.00	\$3,960.84	\$4,015.84	\$4,015.84	\$4,015.84	\$4,015.84	
2/7/2020	176145	\$131,368.00	\$6,946.00	\$55,990.00	\$0.00	\$0.00	\$0.00	\$42,663.00	\$9,940.00	\$8,400.00	\$236,967.00	\$255,307.00	\$255,307.00	\$255,307.00	\$255,307.00	
2/7/2020	176284	\$3,217.00	\$429.00	\$0.00	\$0.00	\$0.00	\$616.15	\$0.00	\$90.00	\$75.00	\$4,262.15	\$4,427.15	\$4,427.15	\$4,427.15	\$4,427.15	
2/14/2020	176511	\$62,918.00	\$2,309.00	\$33,115.00	\$0.00	\$0.00	\$0.00	\$27,340.00	\$5,640.00	\$4,750.00	\$125,682.00	\$136,072.00	\$136,072.00	\$136,072.00	\$136,072.00	
3/6/2020	177250	\$57,181.00	\$1,008.00	\$30,275.00	\$0.00	\$0.00	\$0.00	\$26,638.00	\$5,365.00	\$4,450.00	\$115,102.00	\$124,817.00	\$124,817.00	\$124,817.00	\$124,817.00	
3/26/2020	177853	\$161,470.00	\$12,321.00	\$160,560.00	\$0.00	\$0.00	\$779.00	\$52,886.00	\$22,110.00	\$18,725.00	\$422,198.00	\$463,033.00	\$463,033.00	\$463,033.00	\$463,033.00	
4/3/2020	178630	\$157,116.00	\$5,604.00	\$94,865.00	\$0.00	\$0.00	\$0.00	\$52,886.00	\$14,505.00	\$12,250.00	\$311,250.00	\$338,005.00	\$338,005.00	\$338,005.00	\$338,005.00	
4/28/2020	179228	\$30,318.00	\$358.00	\$12,170.00	\$0.00	\$0.00	\$0.00	\$7,584.00	\$2,050.00	\$1,725.00	\$50,430.00	\$54,205.00	\$54,205.00	\$54,205.00	\$54,205.00	
6/9/2020	180350	\$0.00	\$0.00	\$0.00	\$391.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$391.74	\$391.74	\$391.74	\$391.74	\$391.74	
6/16/2020	180470	\$5,544.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00	\$1,000.00	\$5,544.00	\$5,764.00	\$5,764.00	\$5,764.00	\$5,764.00	
8/5/2020	181470	\$2,415.00	\$0.00	\$1,795.00	\$0.00	\$0.00	\$0.00	\$885.00	\$240.00	\$2,000.00	\$5,095.00	\$5,535.00	\$5,535.00	\$5,535.00	\$5,535.00	
9/15/2020	182766	\$33,994.00	\$439.00	\$45,815.00	\$0.00	\$0.00	\$0.00	\$12,933.00	\$5,305.00	\$3,560.00	\$113,121.00	\$121,986.00	\$121,986.00	\$121,986.00	\$121,986.00	
9/18/2020	182806	\$33,969.00	\$2,630.00	\$53,995.00	\$0.00	\$0.00	\$0.00	\$15,085.00	\$5,810.00	\$3,940.00	\$105,279.00	\$115,029.00	\$115,029.00	\$115,029.00	\$115,029.00	
9/24/2020	183076	\$18,270.00	\$358.00	\$48,975.00	\$185.00	\$0.00	\$0.00	\$14,771.00	\$4,955.00	\$3,360.00	\$82,559.00	\$90,874.00	\$90,874.00	\$90,874.00	\$90,874.00	
11/4/2020	184205	\$6,940.00	\$975.00	\$5,165.00	\$0.00	\$0.00	\$0.00	\$7,558.00	\$1,110.00	\$760.00	\$20,638.00	\$22,508.00	\$22,508.00	\$22,508.00	\$22,508.00	
11/4/2020	179180	\$0.00	\$0.00	\$0.00	\$232.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,092.36	\$1,092.36	\$1,092.36	\$1,092.36	\$1,092.36	
11/4/2020	185648	\$24,050.00	\$5,822.00	\$33,825.00	\$0.00	\$0.00	\$0.00	\$11,990.00	\$4,015.00	\$2,720.00	\$75,687.00	\$82,422.00	\$82,422.00	\$82,422.00	\$82,422.00	
12/11/2020	Totals	\$891,082.00	\$54,140.00	\$640,370.00	\$391.74	\$0.00	\$5,226.02	\$359,978.00	\$93,095.00	\$75,090.00	\$1,952,699.09	\$2,120,884.09	\$0.00	\$2,120,884.09	\$2,120,884.09	

Invoice Date	Invoice Number	Refrigerator Replacement/Removal Charges	Freezer Replacement/Removal Charges	AC Replacement/Removal Charges	AC Water Bed Replacement Charges	Refrigerator Service Charges	Lead Appliance Vendor Misc. Charges	Custom Work Orders Changes	Lead Appliance Vendor Admin Charges	Lead Agency Charges	Total Invoice Charges (Excluding Additional Invoice Expenses)	Additional Invoice Expenses	Total Invoice Amount	Total Amount Due after Adjustments
1/6/2021	186781	\$25,660.00	\$0.00	\$358.00	\$45,870.00	\$0.00	\$0.00	\$0.00	\$4,795.00	\$3,240.00	\$83,652.00	\$0.00	\$91,687.00	\$91,687.00
2/10/2021	187948	\$67,286.00	\$0.00	\$12,895.00	\$89,125.00	\$0.00	\$0.00	\$0.00	\$11,100.00	\$7,540.00	\$207,002.00	\$0.00	\$225,642.00	\$225,642.00
2/24/2021	188252	\$50,044.00	\$0.00	\$4,322.00	\$69,490.00	\$0.00	\$0.00	\$0.00	\$8,305.00	\$5,600.00	\$144,795.00	\$0.00	\$158,700.00	\$158,700.00
3/26/2021	189159	\$84,085.00	\$0.00	\$5,816.00	\$49,730.00	\$0.00	\$0.00	\$840.00	\$8,145.00	\$5,500.00	\$178,290.00	\$0.00	\$191,935.00	\$191,935.00
5/6/2021	190596	\$0.00	\$0.00	\$0.00	\$0.00	\$1,375.11	\$794.30	\$0.00	\$0.00	\$0.00	\$2,169.41	\$0.00	\$2,169.41	\$2,169.41
5/6/2021	190340	\$80,835.00	\$0.00	\$6,396.00	\$34,873.00	\$0.00	\$285.00	\$0.00	\$7,050.00	\$4,760.00	\$176,475.00	\$0.00	\$188,285.00	\$188,285.00
5/12/2021	190777	\$41,431.00	\$0.00	\$1,592.00	\$23,647.00	\$0.00	\$285.00	\$0.00	\$2,965.00	\$2,000.00	\$79,701.00	\$0.00	\$84,666.00	\$84,666.00
5/22/2021	191191	\$38,249.00	\$0.00	\$1,950.00	\$14,229.00	\$0.00	\$0.00	\$0.00	\$2,960.00	\$2,020.00	\$75,054.00	\$0.00	\$80,034.00	\$80,034.00
6/4/2021	191447	\$17,006.00	\$0.00	\$1,157.00	\$22,097.00	\$0.00	\$0.00	\$0.00	\$2,365.00	\$1,600.00	\$52,770.00	\$0.00	\$56,735.00	\$56,735.00
7/3/2021	192100	\$86,443.00	\$0.00	\$1,764.00	\$33,140.00	\$0.00	\$285.00	\$0.00	\$5,975.00	\$4,060.00	\$156,427.00	\$0.00	\$166,462.00	\$166,462.00
7/7/2021	192385	\$37,735.00	\$0.00	\$358.00	\$99,858.00	\$0.00	\$0.00	\$0.00	\$8,210.00	\$5,500.00	\$151,368.00	\$0.00	\$165,078.00	\$165,078.00
7/16/2021	192882	\$26,197.00	\$0.00	\$2,000.00	\$77,551.00	\$0.00	\$0.00	\$0.00	\$6,530.00	\$4,380.00	\$121,563.00	\$0.00	\$132,473.00	\$132,473.00
8/5/2021	193139	\$2,615.00	\$0.00	\$55,814.00	\$55,814.00	\$0.00	\$0.00	\$0.00	\$3,675.00	\$2,460.00	\$60,371.00	\$0.00	\$66,506.00	\$66,506.00
8/28/2021	193731	\$41,065.00	\$0.00	\$781.00	\$68,074.00	\$0.00	\$0.00	\$0.00	\$5,640.00	\$3,780.00	\$124,989.00	\$0.00	\$134,409.00	\$134,409.00
9/18/2021	194438	\$29,666.00	\$0.00	\$3,512.00	\$83,543.00	\$0.00	\$0.00	\$0.00	\$7,940.00	\$5,320.00	\$164,162.00	\$0.00	\$177,422.00	\$177,422.00
10/5/2021	195163	\$44,868.00	\$0.00	\$796.00	\$44,141.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$143,526.00	\$0.00	\$154,131.00	\$154,131.00
10/22/2021	195889	\$74,564.00	\$0.00	\$9,430.00	\$65,295.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,761.00	\$0.00	\$214,596.00	\$214,596.00
11/19/2021	196618	\$125,612.00	\$0.00	\$7,586.00	\$45,927.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$312,547.00	\$0.00	\$324,907.00	\$324,907.00
12/16/2021	197263	\$83,989.00	\$0.00	\$0.00	\$40,252.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$155,706.00	\$0.00	\$165,481.00	\$165,481.00
12/16/2021	197654	\$957,350.00	\$0.00	\$64,622.00	\$962,656.00	\$0.00	\$4,375.11	\$2,811.90	\$85,655.00	\$57,760.00	\$2,491,651.01	\$0.00	\$2,681,641.01	\$2,681,641.01
Totals														

Invoice Date	Invoice Number	Refrigerator Replacement/Removal Charges	Freezer Replacement/Removal Charges	AC Replacement/Removal Charges	AC Water Bed Replacement Charges	Refrigerator Service Charges	Lead Appliance Vendor Misc Charges	Lead Appliance Vendor Admin Charges	Lead Appliance Vendor Admin Charges	Lead Agency Admin Charges	Total Invoice Charges (Excluding Additional Invoice Expenses)	Additional Invoice Expenses	Total Invoice Amount	Total Amount Due after Adjustments
1/15/2022	199304	\$155,197.00	\$2,311.00	\$102,836.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$324,206.00	\$0.00	\$345,566.00	\$345,566.00
2/23/2022	200140	\$101,584.00	\$1,139.00	\$52,718.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194,151.00	\$0.00	\$206,171.00	\$206,171.00
5/11/2022	203649	\$316,338.00	\$21,585.00	\$145,997.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$576,161.00	\$0.00	\$610,726.00	\$610,726.00
6/15/2022	203528	\$121,262.00	\$5,516.00	\$64,262.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$227,814.00	\$0.00	\$242,909.00	\$242,909.00
Totals		\$694,381.00	\$30,551.00	\$365,813.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,322,332.00	\$0.00	\$1,405,372.00	\$1,405,372.00

DIV 1-39
Appliance Management Program

Request:

Please submit Informal Attachment 2-5.

The contract with Express Kitchens set forth at Informal Attachment 2-5 at page 1 indicates that it spans the period May 1, 2021 through June of 2023, yet it wasn't executed until March of 2022. Why?

Response:

Informal Attachment 2-5 is submitted here as Attachment DIV 1-39.

An existing contract was used when Express Kitchens began providing Appliance Delivery Services. The time period for the existing contract began in May of 2021. Express Kitchens did not enter into a contract to provide appliance delivery services until March of 2022, which is when it signed the contract.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

Attachment DIV 1-39
Appliance Management Program

REDACTED

DIV 1-40
Appliance Management Program

Request:

Attachment B to the Express Kitchens contract set forth beginning at page 19 of 74 Informal Attachment 2-5 purports to set forth the fees for the appliance replacement program. This document is blank. Why? What were the prices to which Express Kitchens agreed for each type and model of appliance?

Response:

Due to the former process and amount of manual record keeping performed on behalf of the vendor some attachments did not transfer over successfully. Please see Attachment DIV 1-40 (formerly submitted as Informal Attachment 3-6-1) for the current appliance delivery pricing which has been in place since May 2021.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

Attachment DIV 1-40
Appliance Management Program

REDACTED

DIV 1-41
Appliance Management Program

Request:

Attachment D to Informal Attachment 2-5 sets forth the various geographical areas covered by the agreement. Under National Grid's territories, there do not appear to be any Rhode Island communities.

- a) Is Kitchen Express a Rhode Island supplier or not?
- b) If Kitchen Express is indeed a Rhode Island supplier, why does Exhibit D omit any Rhode Island municipalities?

Response:

- a) Yes, Kitchen Express is a Rhode Island supplier of appliance replacements.
- b) A historic contract was used with Kitchen Express that only showed Massachusetts Territories.

DIV 1-42
Home Energy Reports

Request:

Please explain what Non-Advanced Metering Infrastructure (AMI) High Usage Alerts, referenced at Bates 130, are and how they operate.

Response:

To generate Non-AMI High Usage Alerts, the customer's usage from the current month, to date, is projected through the end of the month. That projection is then compared to the prior month's usage. If the projection for the current month is 30% or higher than the prior month's usage, a message is sent to the customer indicating that the household usage is trending higher than in the prior month. The message is designed to go out in the middle of the billing cycle, so the customer still has the opportunity to change behavior and reduce usage. Data is weather normalized to account for any difference attributable to weather patterns as opposed to behavior changes.

DIV 1-43
Home Energy Reports

Request:

How are savings calculated for customers who receive both emails and print versions of the Home Energy Report? Is there double counting of benefits?

Response:

Currently a customer receives savings at the account level regardless of whether they receive emails, print versions, or both of the home energy report. The number of times they receive treatment will not result in double counting of savings.

DIV 1-44
Residential Consumer Products

DIV Request:

Please provide more detail on the midstream incentive initiated during 2022 for energy efficient clothes washers and refrigerators, as stated at Bates 131.

Response:

Rhode Island Energy kicked off the Most Efficient Refrigerator and Clothes Washer appliance initiative with Home Depot in late Q2. The lead vendor, TRC, installed promotional material across Rhode Island in each of the Home Depot retail stores. Home Depot receives an incentive for each qualified Most Efficient Clothes Washer and Refrigerator which is validated using a Energy Star MOST EFFICIENT qualified product list.

DIV 1-45
Residential Consumer Products

Request:

Please identify the Lead Vendor for the residential consumer products program and provide a copy of the contract.

Response:

The lead vendor is TRC Environmental Corporation.

The contract is included as Attachment DIV 1-45.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

Attachment DIV 1-45
Residential Consumer Products

REDACTED

DIV 1-46
Triple Paned Windows

Request:

Please provide additional narrative on the triple paned window offering for 2023 as referenced at Bates 135. For instance, will there be a limit to the cost of the windows per customer? Will there be a customer cost-share?

Response:

Under the offering, Energy Star Triple Pane certified windows will be eligible for an incentive when replacing existing single pane windows. Existing windows must be verified prior to installing windows and applying for rebate. Customers must complete weatherization recommendations made during the assessment to qualify. The number of windows cannot exceed number of eligible windows recorded during the Home Energy Assessment. There is no limit to the cost of the window per customer. Customers are responsible for paying the cost of the window less the \$75 incentive per eligible window.

DIV 1-47
Implementation & Delivery Large C&I Retrofit

Request:

At Bates 182, the Company states that a sales representative is typically assigned to cover any large C&I account.

- a) Are the referenced sales representatives employees of the Company or a Company vendor?
- b) Is an assignment made to solicit potential customers for retrofit work, or is the assignment made in direct response to a customer's inquiry into energy efficiency measures?
- c) What verification/documentation of measure installation takes place and who performs the same? Where is the underlying documentation maintained for the payment of customer incentives?
- d) The Company states: "Eliminating the need to submit applications is a huge benefit to customers, driving far greater program participation." Please provide documentary evidence that supports this statement.

At Bates 183, the Company references a minimum requirements document (MRD). Please provide an example of such a document.

At Bates 183, the Company states that it uses Project Expeditors to provide turnkey services for retrofit and new construction energy efficiency projects for large commercial and industrial customers. Please identify all Project Expeditors and provide copies of their existing or proposed contracts.

Response:

- a) The referenced sales representatives are employees of the Company.
- b) The sales representatives assigned to large C&I accounts both actively solicit customers for retrofit work and respond to incoming customer energy efficiency inquiries.
- c) Several forms of verification and documentation are required, with some differences depending on the nature of the specific project. The Company (or one of its vendors) conducts inspections prior to project implementation to verify what existing equipment is present. After installation, an alternate from the Company (or a different vendor from that used in the pre-inspection):

DIV 1-47, Page 2
Implementation & Delivery Large C&I Retrofit

1. Collects invoices;
2. Requires a customer signature in the Certification of Installation section of the application form;
3. Conducts a post-installation inspection to verify measure installation in many cases; and
4. Requires the customer to sign the Minimum Requirements Document (MRD), which explains what conditions must be met for custom measures prior to incentive payment. By signing, the customer certifies that these conditions have been met.

The underlying documentation for payment of customer incentives is maintained in the Company's InDemand application system with the exception of the Upstream initiatives. For the Upstream initiatives, the implementation vendors maintain records of incentive payments to distributors.

- d) According to the Environmental Protection Agency's Energy Star website, "By shifting the incentive to wholesale distributors, program participation has often at least doubled, and in some cases, increased ten-fold."¹

As additional evidence, in the Large Commercial Retrofit Program, the Company anticipates 1,927 participants through the Upstream pathway and 214 through downstream pathways in 2023, based on historical participation patterns. The Company attributes the large number of participants to the limited participation burden required by customers and contractors leveraging Upstream incentives, most notably the fact that there is no need to submit applications.

Please see Attachment DIV 1-47-1 for a sample Minimum Requirements Document.

The following vendors participate in the Project Expediter (PEX) initiative:

- Commonwealth Electric Technologies
- EMC - Energy Management Consultants, Inc.
- ENE Energy Advisors, ENE Systems, Inc.

¹ "Astonishing Results: Examine Surges in Participation at Distributor-Focused Midstream Programs." *Environmental Protection Agency*. https://www.energystar.gov/products/retailers/midstream_programs/astonishing_results. (Accessed October 26, 2022.)

DIV 1-47, Page 3

Implementation & Delivery Large C&I Retrofit

- Energy Conservation, Inc.
- Energy Source, LLC
- Guardian Energy Management Solutions
- Horizon Solutions
- IMEC, Inc
- NES – Northern Energy Services
- PRISM Consulting, Inc.
- RISE Engineering
- Fairbanks Energy Services
- Groom Energy Solutions, LLC
- Vision Energy Solutions
- XL Fleet
- Inovis Energy, Inc
- Power Management
- B2Q Associates, Inc.
- Complete Energy Services
- EarthLight Tech
- National Resource Management
- Resource & Energy Consulting
- Energy Resources
- Environmental Systems Corporation
- Weston & Sampson

Please see Attachment DIV 1-47-2 for copies of the current Project Expediter contracts.



Minimum Requirements Document

Customer	[REDACTED]	Program	Custom Retrofit
Facility	[REDACTED]	Application #:	[REDACTED]
Measure	Latex Oven Insulation		

This document specifies the agreed upon minimum equipment specifications and operational requirements of the proposed system. These requirements shall address the criteria necessary to be met to achieve the demand and energy savings estimated in the engineering analysis for this project. Yes/No checkboxes are intended for use as Rhode Island Energy's post-installation inspection record (check one).

EQUIPMENT: Provide a list of equipment or materials installed as part of this project. Include equipment counts, HP, kW, efficiency and capacity ratings, rating conditions, location of controls hardware, etc.

	<u>Project Design Intent</u>	<u>Post Inspection Findings</u>
Yes <input type="checkbox"/> No <input type="checkbox"/>	1. For (1) oven, insulate (86) square feet of oven ductwork and fan housing surface area with 1 inch of Tempmat fiberglass blanket insulation manufactured by GLT products, or equivalent.	

SEQUENCES OF OPERATION: Provide a description of equipment operating sequences, setpoints, operating schedules, balancing requirements (flow, velocity, head, etc) or any other required operating parameters. Describe requirements separately.

Yes <input type="checkbox"/> No <input type="checkbox"/>	2. Ovens operate at a temperature setpoint of 250F	
Yes <input type="checkbox"/> No <input type="checkbox"/>	3. Ductwork surface area is approximately (86) square feet per oven	
Yes <input type="checkbox"/> No <input type="checkbox"/>	4. Ovens operate 24 hours per day, 5 days per week, 50 weeks per year or approximately 6,000 annual hours.	

DOCUMENTATION: List written documentation required to train, verify, operate, or maintain the equipment being installed or controlled. This may include specification sheets, test reports, construction drawings, etc.

Yes <input type="checkbox"/> No <input type="checkbox"/>	5. Provide documentation (invoices, etc.) of all material, labor, and engineering costs as applicable to document the total installed project costs.	Not needed at post inspection, but needed for incentive application
--	--	---

POST INSTALLATION VERIFICATION: Provide a list of controls and monitoring capabilities required to verify proper system operation. Trends should document operational sequences, set points and scheduling of equipment as described in TA Study.

Yes <input type="checkbox"/> No <input type="checkbox"/>	6. Verify the installation of oven ductwork insulation.	
Yes <input type="checkbox"/> No <input type="checkbox"/>	7. Verify operating hours of ovens, expected to be continuous operation from 6am Monday to 6am Saturday, or approximately 6,000 annual hours	

OTHER REQUIREMENTS: Describe any requirements for demolition, removal, etc. of existing equipment.

Yes <input type="checkbox"/> No <input type="checkbox"/>	8. Provide safe access for Rhode Island Energy to perform post inspection	
--	---	--

The pre-approved incentive is subject to Rhode Island Energy's POST INSPECTION of final specifications, drawings and operation of the proposed equipment. In the event the proposed system is altered from the above description, notify the Company of the change prior to the equipment purchase and installation as the change in design and operation may impact the available incentive



Minimum Requirements Document

The Rhode Island Energy signature below indicates the Rhode Island Energy engineer, or their representative, has reviewed and agrees to the requirements stated in this MRD. The customer signature below indicates the customer also agrees with the requirements of this MRD and will implement as stated. The customer should only sign below if this MRD has been signed by Rhode Island Energy or its representative.

Rhode Island Energy Engineer or Representative	Date	Customer Agreement Signature	Date

Once the installation is complete and the equipment is operational, the post inspector will sign below, confirming all requirements of this MRD have been met, and/or any discrepancies have been noted. Rhode Island Energy will review any discrepancies to determine their impact on energy savings or incentive. The final customer signature indicates that they agree with the findings of the post inspector, including any discrepancies noted, and are satisfied with the installation.

Rhode Island Energy Post Inspector	Date	Customer Certification of Installation	Date

NON-DISCLOSURE AGREEMENT

*ANSWER
MA 01810*
This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “**Effective Date**”), between [B7C AS504.] (“**Contractor**”), a corporation having offices at [100 Bussell Rd] and National Grid USA Service Company d/b/a National Grid (“**National Grid**”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “**Purpose**”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “**Information**” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “**Recipient**” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “**Disclosing Party**” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “*Representative(s)*” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “*Affiliate*” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “*Customer Information*” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “*Person*” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. *Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.*

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“*CEII*”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“*FERC*”) and North American Electric Reliability Corporation (“*NERC*”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

- 3 -

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

- 5 -

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [B2Q Associates
Attn: PAUL BARKS
B2Q ASSOCIATES
100 Bunt Rd
ANDOVER MA 01810

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

By: John Isberg

Print Name: John Isberg

Title: V.P. Customer Sales & Delivery

Date: May 6, 2020

IBQ Associates

By: Paul Banks

Print Name: PAUL BANKS

Title: PRINCIPAL

Date: 4-8-20

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- 9 -

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

- 10 -

Personal Information (a "*Security Breach*"). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. "*Attempted Security Incidents*" means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid's data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor's failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor's security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid's Information, including Personal Information received from National Grid, or to which it provides National Grid's Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid's data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid's Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid's Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor's possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

- 11 -

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: Paul Banks
Print Name: PAUL BANKS
Date: 4-8-2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of 04, 07-2020 (the "Effective Date"), is made and entered into between [B7C ASSOCIATES] ("PEX"), a XXXXX having Corporation offices at [1100 Burnt Rd, Waltham 02451] and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expediter Program and National Grid has accepted PEX as a participating vendor in such Project Expediter Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: _____), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: B2B Associates
Address: 100 BURNST ROAD Suite 212
Address: ANDOVER, MA
Attn: PAUL BANKS

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
By: Elizabeth Gagnon
207211577138430...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

B2B Associates
By: Paul Banks
Print Name: PAUL BANKS
Title: Principal
Date: 04-08-2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of February 14, 2020 (the “*Effective Date*”), between Carbon Lighthouse, Inc (“*Contractor*”), a corporation having offices at 343 Sansome Street, Suite 700, San Francisco, CA 94104 and National Grid USA Service Company d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **Downstate New York Project Expeditor Program 2020 – 2021** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

(d) The term “*Representative(s)*” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “*Affiliate*” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “*Customer Information*” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “*Person*” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. *Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.*

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“*CEII*”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“*FERC*”) and North American Electric Reliability Corporation (“*NERC*”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18 Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To Carbon Lighthouse:

Attn: Raphael Rosen
Carbon Lighthouse
343 Sansome Street, Suite 700
San Francisco, CA 94104

§19 Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

By: John F. Isberg

Print Name: John F Isberg

Title: Vice President

Date: MAY 12 2020

Carbon Lighthouse, Inc

By: Eric Brown

Print Name: Eric Brown

Title: EVP, Business Development

Date: February 19, 2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information (“CEII”) is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 (“Non-Disclosure Agreement”). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: _____



Print Name: Eric Brown

Date: February 19, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of March, 20 2020 (the “Effective Date”), is made and entered into between [Carbon Lighthouse Inc.] (“PEX”), a XXXXX having offices at [343 Sansome Street San Francisco, CA 94104] and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager
- B. To the PEX: Name: Harris Cohn
Address: 1001 6th Avenue Suite 1701
Address: NY, NY 10018
Attn: _____

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: _____
E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

[Carbon Lighthouse Inc.]

By: *harris cohn*

Print Name: Harris Cohn

Title: VP, Commercial Real Estate

Date: 3/20/2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of February 14, 2020 (the “Effective Date”), between [Commonwealth Electrical Technologies, Inc.] (“*Contractor*”), a corporation having offices at 125 Blackstone River Road, Worcester, MA 01607 and National Grid USA Service Company d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451(each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “Purpose”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “Information” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “Recipient” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “Disclosing Party” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To Commonwealth Electrical Technologies, Inc.:

Attn: John Duquette Jr.
Commonwealth Electrical
Technologies, Inc.
125 Blackstone River Road
- Worcester, MA 01607

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

Commonwealth Electrical Technologies, Inc.

By: John Isberg

By: John Duvette Jr

Print Name: John Isberg

Print Name: JOHN DUQUETTE JR

Title: VP Customer Sales & Solutions

Title: VP & GM

Date: May 6, 2020

Date: 4/10/2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: 
Print Name: JOHN DUQUETTE JR
Date: 4/10/2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of April, 10th 2020 (the “Effective Date”), is made and entered into between Commonwealth Electrical Technologies, Inc. (“PEX”), an S Corporation having offices at 125 Blackstone River Road, Worcester, MA 01607 and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager
- B. To the PEX: Name: Commonwealth Electrical Technologies, Inc.
Address: 125 Blackstone River Road
Address: Worcester, MA 01607
Attn: John Duquette Jr.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: E87211B7F158450

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

Commonwealth Electrical
Technologies, Inc.

By: *John Duquette Jr*

Print Name: John Duquette Jr
VP & GM

Title:

Date: 4/10/2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “*Effective Date*”), between [Complete
407 South Street East
Unit A2, Raynham, MA
Massachusetts] (“*Contractor*”), a corporation having offices at [Complete
Energy Services] and National Grid USA Service Company d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

(d) The term “*Representative(s)*” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “*Affiliate*” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “*Customer Information*” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “*Person*” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. *Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.*

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“*CEII*”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“*FERC*”) and North American Electric Reliability Corporation (“*NERC*”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18 Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [Complete Energy Services](#):

Attn: [Michael Duffy](#)
[407 South Street East](#)
[Unit A2](#)
[Raynham, MA 02767](#)

§19 Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

[[Complete Energy Services](#)]

By: *John Isberg*

By: *Michael D. Duffy*

Print Name: John Isberg

Print Name: [Michael D. Duffy](#)

Title: V.P. Customer Sales & Solutions

Title: [President](#)

Date: May 28, 2020

Date: [February 12, 2020](#)

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information (“CEII”) is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 (“Non-Disclosure Agreement”). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: *Michael D. Duffy*

Print Name: Michael D. Duffy

Date: February 12, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of **March 11**, ____ 2020 (the “Effective Date”), is made and entered into between **[Complete Energy Services]** (“PEX”), a XXXXX having offices at **[407 South Street East, Unit A2, Raynham, MA 02767]** and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. **Definitions**

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. **Services.**

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: Michael D. Duffy
Address: 407 South Street East, Unit A2
Address: Raynham, MA 02767
Attn: Michael D. Duffy

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

By: 
E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 28 May 2020 | 9:17 AM EDT

[]

By: Michael D. Duffy

Print Name: Michael D. Duffy

Title: President

Date: March, 11, 2020

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “**Effective Date**”), between [^{Dalkia Energy} ~~Solutions~~] (“**Contractor**”), a corporation having offices at [^{200 Cummings Center} ~~Beverly, MA 01915~~] and National Grid USA Service Company d/b/a National Grid (“**National Grid**”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expediter Program 2020 – 2021** (the “**Purpose**”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “**Information**” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “**Recipient**” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “**Disclosing Party**” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. *Exclusions from Application.*

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [Dalkia Energy Solutions]:

Attn: Sorena Pansovoy
Dalkia Energy Solutions
200 Cummings Center, 177-C
Beverly, MA 01915

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company d/b/a
National Grid

Dalkia Energy Solutions

By: *John F. Isberg*

By: 

Print Name: *John F Isberg*

Print Name: Robinson Kirby

Title: *Vice President*

Title: Executive VP

Date: *May 12, 2020*

Date: April 9, 2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

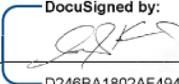
- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information (“CEII”) is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 (“Non-Disclosure Agreement”). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature:  _____
D246BA1802AF494...

Print Name: Robinson Kirby

Date: April 9, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of April, 9 2020 (the “Effective Date”), is made and entered into between [Dalkia Energy Solutions] (“PEX”), a ~~XXXXX~~ having **LLC** offices at [200 Cummings Center, Beverly, MA 01915] and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. **Definitions**

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. **Services.**

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: Dalkia Energy Solutions
Address: 200 Cummings Center, 177-C
Address: Beverly, MA 01915
Attn: Sorena Pansovoy

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: _____
E87244B7F168460...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

[Dalkia Energy Solutions]

DocuSigned by:
Robinson Kirby
By: _____
D246BA1802AF494...

Print Name: Robinson Kirby

Title: Executive VP

Date: April 9, 2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “**Effective Date**”), between [ELT] (“**Contractor**”), a corporation having offices at [92 WEST 93] and National Grid USA Service Company d/b/a National Grid (“**National Grid**”), a Massachusetts Corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “**Purpose**”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “**Information**” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “**Recipient**” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “**Disclosing Party**” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

- 3 -

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the *CEII Exhibit* which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the *CEII Exhibit* shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in *Schedule A* to the *CEII Exhibit*). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. *Exclusions from Application.*

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

- 5 -

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that National Grid may assign this Non-Disclosure Agreement to an Affiliate of National Grid without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. [No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.]

§18 Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

42 Sylvan Road
Attn: _____
Waltham, MA 02451

To [Earthlight Technologies]:

[9 West Rd]
Attn: S Schneider
Ellington, CT

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company d/b/a
National Grid

[_____]

By: John Isberg

By: Samuel T. Schneider

Print Name: John Isberg

Print Name: Samuel T. Schneider

Title: VP Customer Sales & Solutions

Title: COO

Date: May 6, 2020

Date: 4/27/20

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: 
Print Name: Samuel J. Schneider
Date: 2/18/20

- 8 -

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- 9 -

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

- 10 -

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

- 11 -

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of March 20 2020 (the "Effective Date"), is made and entered into between [Earthlight Technologies] ("PEX"), a LLC having offices at [92 West Rd. Ellington, CT 06029] and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expediter Program and National Grid has accepted PEX as a participating vendor in such Project Expediter Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: Earthlight Technologies
Address: 92 West Road
Address: Ellington, CT 06029
Attn: Samuel Schneider

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: _____
E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

Earthlight Technologies
By: _____

Print Name: Samuel Schneider

Title: C.O.O.

Date: 3/20/20

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrisi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “**Effective Date**”), between [*EMC Inc.*] (“**Contractor**”), a corporation having offices at [*Portland, ME*] and National Grid USA Service Company d/b/a National Grid (“**National Grid**”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “**Purpose**”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “**Information**” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “**Recipient**” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “**Disclosing Party**” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

- 3 -

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

- 5 -

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18 Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [EMG, Inc]:

Attn: Jeff Hanson / Pres

55 Industrial Way
Portland, ME 04103

§19 Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

[*EMC Inc*]

By: *John Isberg*

By: *[Signature]*

Print Name: John Isberg

Print Name: *Johnny Hansen*

Title: VP Customer Sales & Solutions

Title: *President*

Date: May 6, 2020

Date: *4/1/20*

- 8 -

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- 9 -

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

- 10 -

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

- 11 -

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

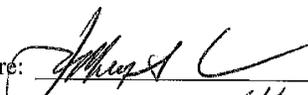
- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature:  _____
Print Name: Jonathan Hanson
Date: 4/1/20

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of 4/1, 2020 (the "Effective Date"), is made and entered into between [EMC, Inc] ("PEX"), a XXXXX having offices at [55 Industrial Way North Attle] and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expediter Program and National Grid has accepted PEX as a participating vendor in such Project Expediter Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial), Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: ENCLINC
Address: 55 Industrial Way
Address: Portland, ME 04103
Attn: Jeff Hansa / Pres

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
By: Elizabeth Gagnon
E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

By: Jeffrey Hansa
Print Name: Jeffrey Hansa
Title: President
Date: 4/1/20

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of February 14, 2020 (the “*Effective Date*”), between **ENE Systems, Inc.** (“*Contractor*”), a corporation having offices at **480 Neponset St. Suite 11D, Canton, MA 02021** and **National Grid USA Service Company d/b/a National Grid** (“*National Grid*”), a Massachusetts corporation, having offices at **40 Sylvan Road, Waltham, MA 02451** (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

- 5 -

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18 Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [ENE Systems, Inc]:

Attn: Paul Murphy
480 Neponset St, Suite 11d
Canton, MA 02021

§19 Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

By: John Isberg

Print Name: John Isberg
Title: VP Customer Sales & Solutions
Date: May 6, 2020

ENE Systems, Inc.

By: Paul Murphy

Print Name: **Paul Murphy**
Title: **Director, ENE Energy Advisors**
Date: **3/26/20**

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

(ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.

- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

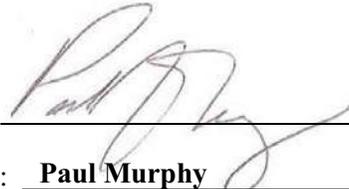
- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information (“CEII”) is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 (“Non-Disclosure Agreement”). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature:  _____

Print Name: **Paul Murphy** _____

Date: **3/26/20** _____

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of 2/14/20 (the “Effective Date”), is made and entered into between ENE Systems, Inc. (“PEX”), an Energy Services Company having offices at 480 Neponset St. Suite 11D, Canton, MA 02021 and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: ENE Systems, Inc.
Address: 480 Neponset St. Suite 11D
Address: Canton, MA 02021
Attn: Paul Murphy

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
By: Elizabeth Gagnon
E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

ENE Systems, Inc.

By: Paul Murphy

Print Name: Paul Murphy

Title: Director, ENE Energy Advisors

Date: 3/26/20

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “*Effective Date*”), between [Enuron] (“*Contractor*”), a corporation having offices at [2 Ann Drive] and National Grid USA Service Company d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

- 3 -

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

- 5 -

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law: Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18 Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [Enersca]:

Attn: Ryan Cullen
2 Avon Drive
Shrewsbury Ma 01545

§19 Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (“pdf” or “.tif”) shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

[_____]

By: John Isberg

By: Ryan Cullen

Print Name: John Isberg

Print Name: Ryan Cullen

Title: VP Customer Sales & Solutions

Title: President

Date: May 6, 2020

Date: April 17, 2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- 9 -

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

- 10 -

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

- 11 -

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: Ryan Cullen

Print Name: Ryan Cullen

Date: April 17, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of April, 17 2020 (the "Effective Date"), is made and entered into between [Enercon] ("PEX"), a XXXXX having offices at [2 Avon Drive, Shrewsbury, Ma] and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expediter Program and National Grid has accepted PEX as a participating vendor in such Project Expediter Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: Enervon
Address: 2 Avon Drive
Address: Shrewsbury, Ma 01545
Attn: Ryan Cullen

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: E87211B7F158450

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

[_____]

By: _____

Print Name:

Title:

Date:

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of February 14, 2020 (the “Effective Date”), between Energy Conservation, Inc (“Contractor”), a corporation having offices at 1150 Main Street, P.O. Box 726, Hanson, MA 02341, and National Grid USA Service Company d/b/a National Grid (“National Grid”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expediter Program 2020 – 2021** (the “Purpose”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “Information” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “Recipient” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “Disclosing Party” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To Energy Conservation, Inc.:

Attn: Christopher J. Collins
Energy Conservation, Inc.
P.O. Box 726, 1150 Main Street
Hanson, MA 02341

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (“.pdf” or “.tif”) shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

By: John Isberg

Print Name: John Isberg

Title: VP Customer Sales & Solutions

Date: May 6, 2020

Energy Conservation, Inc.

By: Christopher J. Collins

Print Name: Christopher J. Collins

Title: President

Date: March 30, 2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

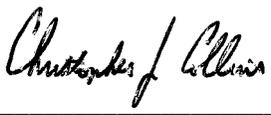
- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information (“CEII”) is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 (“Non-Disclosure Agreement”). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: 

Print Name: Christopher J. Collins

Date: March 30, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of _____, ____ 2020 (the “Effective Date”), is made and entered into between Energy Conservation, Inc. (“PEX”), a corporation having offices at 1150 Main Street, Hanson, MA 02341 and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager
- B. To the PEX: Name: Energy Conservation, Inc.
Address: P.O. Box 726
Address: 1150 Main Street, Hanson, MA 02341
Attn: Christopher J. Collins

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: _____
E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

Energy Conservation, Inc.

By: _____
Christopher J. Collins

Print Name: Christopher J. Collins

Title: President

Date: March 30, 2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “**Effective Date**”), between [Energy Resources USA LLC] (“**Contractor**”), a corporation having offices at [76 Watertown Road, Suite 2A, Thomaston, CT 06787] and National Grid USA Service Company d/b/a National Grid (“**National Grid**”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “**Purpose**”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “**Information**” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “**Recipient**” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “**Disclosing Party**” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [Energy Resources]:

Attn: 76 Watertown Road
Suite 2A
Thomaston, CT 06787

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (“.pdf” or “.tif”) shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

-7-

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

[Energy Resources]

By: John Isberg

By: [Signature]

Print Name: John Isberg

Print Name: Rich Cardata

Title: VP Customer Sales & Solutions

Title: Chief Commercial Officer

Date: May 6, 2020

Date: 4-15-20

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

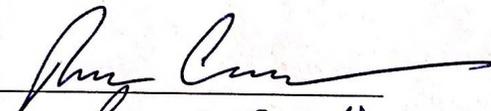
- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: 
Print Name: Rich Cardito
Date: 4-15-20

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of **April, 13** 2020 (the “Effective Date”), is made and entered into between **[Energy Resources USA LLC]** (“PEX”), a XXXXX having offices at **[76 Watertown Road, Suite 2A, Thomaston, CT 06787]** and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. **Definitions**

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. **Services.**

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrisi, Br. Program Manager

B. To the PEX: **Name:** Energy Resources USA
Address: 76 Waterdown Rd, 2A
Address: Thomas ton, CT 06787
Attn: Rich Cordito

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: _____
E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

Energy Resources USA

By: Rich Cordito

Print Name: Rich Cordito
Title: Chief Commercial Officer

Date: 4-15-20

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of February 14, 2020 (the “*Effective Date*”), between [Energy Source LLC] (“*Contractor*”), a corporation having offices at [Smithfield, RI] and National Grid USA Service Company d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the New England Project Expeditor Program 2020 – 2021 (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “Information” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “Recipient” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “Disclosing Party” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

- 3 -

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

- 5 -

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [Energy Source LLC]:

Attn: Tim Blanchard
37 Thurber Blvd
Smithfield, RI
02917

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

[Energy Source LLC]

By: John Isberg

By: T. M. Blanchard

Print Name: John Isberg

Print Name: Timothy M Blanchard

Title: VP Customer Sales & Solutions

Title: CEO

Date: May 6, 2020

Date: 4/11/20

- 8 -

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- 9 -

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program ("WISP") or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid's review, at National Grid's request, (a) Contractor's WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid's Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

- 10 -

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

- 11 -

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

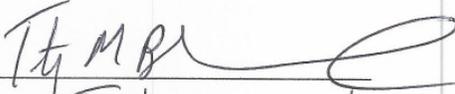
- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: 
Print Name: Timothy M Blanchard
Date: 4/1/20

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of April, 1 2020 (the "Effective Date"), is made and entered into between ENERGY SOURCE LLC ("PEX"), a XXXXX having offices at 137 Thurber Blvd Smithfield RI and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: Energy Source LLC
Address: 37 Thurber Blvd
Address: Smithfield RI 02917
Attn: Tim Blanchard, CEO

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
By: Elizabeth Gagnon
E87211B7F158430...

Print Name: Elizabeth Gagnon

Title: sourcing specialist

Date: 14 May 2020 | 10:48 AM EDT

Energy Source LLC

By: [Signature]

Print Name: Timothy M Blanchard

Title: CEO

Date: 4/1/20

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of April 16, 2020 (the “*Effective Date*”), between Environmental Systems Corp. (“*Contractor*”), a corporation having offices at 18 Jansen Court, West Hartford, CT 06110 and National Grid USA Service Company d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To Environmental Systems Corp.

Attn: Michael Mullin
ESC
18 Jansen Court
West Hartford, CT 06110

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

Environmental Systems Corp.

By: John Isberg

By: [Signature]

Print Name: John Isberg

Print Name: Michael Mullin

Title: VP Customer Sales & Solutions

Title: Chief Operating Officer

Date: May 6, 2020

Date: April 16, 2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: _____



Print Name: Michael Mullin

Date: April 16, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of April, 16, 2020 (the “Effective Date”), is made and entered into between Environmental Systems Corp. (“PEX”), a Corporation having offices at 18 Jansen Court, West Hartford, CT 06110 and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager
- B. To the PEX: Environmental Systems Corp.

18 Jansen Court
West Hartford, CT 06110
Attn: Michael Mullin

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

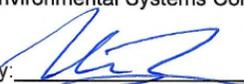
DocuSigned by:
Elizabeth Gagnon
By: _____
E97241B7F458450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

Environmental Systems Corp.

By: _____


Print Name: Michael Mullin

Title: Chief Operating Officer

Date: April 16, 2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of February 14, 2020 (the “Effective Date”), between Fairbanks Energy Services, Inc (“Contractor”), a corporation having offices at 50 Derby St., Hingham MA. 02043 and National Grid USA Service Company d/b/a National Grid (“National Grid”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expediter Program 2020 – 2021** (the “Purpose”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “Information” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “Recipient” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “Disclosing Party” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “*Representative(s)*” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “*Affiliate*” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “*Customer Information*” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “*Person*” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. *Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.*

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To Fairbanks Energy Services, Inc:

Attn: Peter Fairbanks
50 Derby St. Suite 260
Hingham, MA, 02043

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

Fairbanks Energy Services, Inc

By: John Isberg

By: Peter Fairbanks

Print Name: John Isberg

_ Print Name: Peter Fairbanks

Title: VP Customer Sales & Solutions

Title: President

Date: May 6, 2020

Date: 4-4-20

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information (“CEII”) is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 (“Non-Disclosure Agreement”). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: 

Print Name: Peter Fairbanks

Date: 4/4/20

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of April 5th 2020 (the "Effective Date"), is made and entered into between [Fairbanks Energy Services] ("PEX"), a XXXXX having offices at [50 Derby St, Suite 260, Kingham] and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expediter Program and National Grid has accepted PEX as a participating vendor in such Project Expediter Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: Fairbanks Energy Services
Address: 50 Derby Street, suite 260
Address: Hingham MA, 02043
Attn: Adam Farragher

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: _____
E67211B7F158450

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

Fairbanks Energy Services

By: _____

Print Name: Adam Farragher

Title: Business Development Manager

Date: April 8th 2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “**Effective Date**”), between ^{Guardian Energy Management Solutions, LLC} [redacted] (“**Contractor**”), a corporation having offices at 420 Northboro Road Central, Marlborough, MA 01752 and National Grid USA Service Company d/b/a National Grid (“**National Grid**”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “**Purpose**”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “**Information**” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “**Recipient**” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “**Disclosing Party**” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To Guardian Energy Management Solutions, LLC

Attn: Dominic Armano
420 Northboro Rd, Central
Marlborough, MA 01752

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

Guardian Energy Management Solutions, LLC

[_____]

By: John Isberg

By: Domenic Armano

Print Name: John Isberg

Print Name: Domenic Armano

Title: VP Customer Sales & Solutions

Title: President

Date: May 6, 2020

Date: 3/31/2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: 

Print Name: Domenic Armano

Date: 3/31/2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of March, 31 2020 (the “Effective Date”), is made and entered into between [Guardian Energy Management Solutions, LLC] (“PEX”), a XXXXX having offices at [420 Northboro Road Central, Marlborough, MA 01752] and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of April 1, 2020 (the “*Effective Date*”), between Horizon Solutions LLC (“*Contractor*”), a LLC having offices at 125 John Hancock Rd, Taunton, MA 02780 and National Grid USA Service Company d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term in is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “*Representative(s)*” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “*Affiliate*” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “*Customer Information*” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “*Person*” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. *Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.*

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“*CEII*”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“*FERC*”) and North American Electric Reliability Corporation (“*NERC*”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

- 3 -

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

- 5 -

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18 Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To Horizon Solutions LLC:

Attn: Douglas Walo
Horizon Solutions LLC
125 John Hancock Rd
Taunton, MA 02780

§19 Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

Horizon Solutions LLC

By: John Isberg

By: Douglas Walo

Print Name: John Isberg

_ Print Name: Douglas Walo

Title: VP Customer Sales & Solutions

Title: VP Energy Services

Date: May 6, 2020

Date: April 7, 2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- 9 -

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

- 10 -

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

- 11 -

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: _____

Print Name: Douglas Walo

Date: April 7, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of April 1, 2020 (the "Effective Date"), is made and entered into between Horizon Solutions LLC ("PEX"), a LLC having offices at 125 John Hancock Rd, Taunton, MA 02780 and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached [Appendix D](#), (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached [Appendix A](#) listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached [Appendix B](#)).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: Horizon Solutions LLC
Address: 125 John Hancock Road
Address: Taunton, MA 02780
Attn: Douglas Walo, VP Energy Services

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: _____
E8721187F168450

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

Horizon Solutions LLC

By: *Douglas Walo* _____

Print Name: Douglas Walo

Title: VP Energy Services

Date: April 7, 2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “*Effective Date*”), between [IMEC, Inc.] (“*Contractor*”), a corporation having offices at [135 Barnum Rd, Devens, MA] and National Grid USA Service Company d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

- 3 -

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the *CEII Exhibit* which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the *CEII Exhibit* shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in *Schedule A* to the *CEII Exhibit*). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. *Exclusions from Application.*

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. *Production of Information.* Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. *Scope of Use.* Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. *No Representations; No Rights Conferred.* Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. *Return or Destruction of Information.* Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "*Request*"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

- 5 -

§8. *No Partnership, Etc.* Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. *Term and Termination.* Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "*Term*"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "*Special Information Term*"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. *Injunctive Relief.* The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. *Governing Law; Consent to Jurisdiction.* This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. *Amendments.* This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. *Assignment.* This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. *Severability.* Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. *Entire Agreement.* This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [IMEC, Inc.]:

Attn: Joseph D'Ambrosio
135 Barnum Road
Devens, MA 01434

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

[IMEC, Inc.]

By: John Isberg

By: Joseph F. D'Ambrosio

Print Name: John Isberg

Print Name: Joseph D'Ambrosio

Title: VP Customer Sales & Solutions

Title: President

Date: May 6, 2020

Date: April 10, 2020

- 8 -

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum ("Addendum"). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor's Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 "Personal Information" – means information defined as "personal information or "personal data" under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver's license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual's financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates' employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 "Law" – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the "*MA Security Regs*") and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the "*RI Security Regs*").

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid's Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid's Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- 9 -

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program ("WISP") or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid's review, at National Grid's request, (a) Contractor's WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid's Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

- 10 -

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

- 11 -

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: Joseph K. D'Ambrosio
Print Name: Joseph K. D'Ambrosio
Date: 4/23/20

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of April 10, 2020 (the "Effective Date"), is made and entered into between [IMEC, Inc.] ("PEX"), a XXXXX having offices at [135 Barnum Rd., Devens, MA 01434] and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expediter Program and National Grid has accepted PEX as a participating vendor in such Project Expediter Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: IMEC, Inc.
Address: 135 Barnum Road
Address: Devens, MA 01434
Attn: Joseph D'Ambrosio

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: _____
E8724197F168450

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

[IMEC, Inc.]

By: *Joseph D'Ambrosio*

Print Name: Joseph D'Ambrosio

Title: President

Date: April 10, 2020

NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement** ("**Non-Disclosure Agreement**") dated as of February 14, 2020 (the "**Effective Date**"), between [Inovis Energy, Inc.] ("**Contractor**"), a corporation having offices at ^{5 Mt Royal Ave, Ste 16,} [Marlborough, MA 01752] and National Grid USA Service Company d/b/a National Grid ("**National Grid**"), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a "**Party**" and, collectively, the "**Parties**").

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the "**Purpose**"), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term "Information" means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term "Recipient" means a Party to whom the other Party or its Representatives discloses Information.

(c) The term "Disclosing Party" means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

- 3 -

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. *Exclusions from Application.*

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

- 5 -

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [Inovis Energy, Inc.]:

Attn: Dalton Ling
Inovis Energy, Inc.
5 Mt. Royal Ave, Ste 16
Marlborough, MA 01752

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

[Inovis Energy, Inc.]

By: John Isberg

By: Dalton Ling

Print Name: John Isberg

Print Name: Dalton Ling

Title: VP Customer Sales & Solutions

Title: Vice President

Date: May 6, 2020

Date: 2/17/2020

- 8 -

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- 9 -

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

- 10 -

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

- 11 -

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: _____

Print Name: _____

Dalton Ling

Date: _____

2/17/2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of March, 9 2020 (the “Effective Date”), is made and entered into between [Inovis Energy, Inc.] (“PEX”), a company having offices at [5 Mt Royal Ave Marlborough, MA 01752] and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expediter Program and National Grid has accepted PEX as a participating vendor in such Project Expediter Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expediter Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: Inovis Energy, Inc.
Address: 5 Mt Royal Ave, Suite 16
Address: Marlborough, MA 01752
Attn: Gabriel Andreson

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

Inovis Energy, Inc.

By: *[Signature]*

Print Name: Gabriel Andreson

Title: President

Date: 3/9/2020

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “*Effective Date*”), between Northern Energy Services Inc (“*Contractor*”), a corporation having offices at 78 West Main Street, Northborough, MA 01532 and National Grid USA Service Company d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly,

- 3 -

unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body, whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of NonDisclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this NonDisclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

- 4 -

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. *Production of Information.* Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. *Scope of Use.* Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. *No Representations; No Rights Conferred.* Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. *Return or Destruction of Information.* Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "*Request*"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of

- 5 -

Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such

- 6 -

provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To Northern Energy Services:

Attn: Paul A. Mallet
President
78 West Main Street
Northborough, MA 01532

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

Northern Energy Services Inc

By: John Isberg

By: Paul A Mallet

Print Name: John Isberg

Print Name: Paul A. Mallet

Title: VP Customer Sales & Solutions

Title: President

Date: May 6, 2020

Date: 3/30/20

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting

- 9 -

all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

(ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.

- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program ("WISP") or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid's review, at National Grid's request, (a) Contractor's WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid's Information, and shall work with National Grid to mitigate such vulnerabilities.

- 10 -

- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the NonDisclosure Agreement, for which no cure period shall apply.
- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations

- 11 -

under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the NonDisclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and

- 12 -

disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.

4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.

5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.

5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

- 13 -

CEII Exhibit

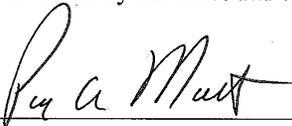
List of Contractor Representatives Authorized to Receive CEII

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature:  _____

Print Name: Paul A. Mallet Date: 3/30/20

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of April 21 2020 (the "Effective Date"), is made and entered into between [Northern Energy Services] ("PEX"), a XXXXX having offices at [Northborough MA] and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expediter Program and National Grid has accepted PEX as a participating vendor in such Project Expediter Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
 - d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
 - e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
 - a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
 4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
 5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrisi, Sr. Program Manager
- B. To the PEX: Name: Northern Energy Services Inc.
Address: 78 W Main St
Address: Northborough MA 01505
Attn: PAUL Mallet

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
By: Elizabeth Gagnon
E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

[NIES]

By: Paul A. Mallet

Print Name: PAUL A. Mallet

Title: Pres.

Date: 4/21/20

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrisi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of February 14, 2020 (the “Effective Date”), between [National Resource Management, Inc.] (“Contractor”), a corporation having offices at [480 Neponset St. Bldg. 2, Canton, MA] and National Grid USA Service Company d/b/a National Grid (“National Grid”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “Purpose”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “Information” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “Recipient” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “Disclosing Party” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

- (i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,
- (ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,
- (iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or
- (iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

- (i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;
- (ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or
- (iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To National Resource Management, Inc.:

Attn: Emre Schveighoffer
National Resource Management, Inc
480 Neponset St. Bldg. 2
Canton, MA 02021

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (“*.pdf*” or “*.tif*”) shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

National Resource Management, Inc.

By: John Isberg

By: Emre Schweighoffer

Print Name: John Isberg

Print Name: Emre Schweighoffer

Title: VP Customer Sales & Solutions

Title: President

Date: May 6, 2020

Date: February 12, 2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: 

Print Name: Emre Schweighoffer

Date: February 12, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of March 20, 2020 (the “Effective Date”), is made and entered into between National Resource Management, Inc. (“PEX”), a Massachusetts corporation having offices at 480 Neponset Street, Building 2, Canton, MA 02021 and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSETH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. **Definitions**

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. **Services.**

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted into the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.

3. **PEX Participation Requirements:** PEX shall:

- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

- 6. Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
- 7. Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
- 8. Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
- 9. Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
- 10. Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

- 11. Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
- 12. Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
- 13. Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
- 14. Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
- 15. National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
- 16. General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager
- B. To the PEX: Name: National Resource Management, Inc.
Address: 480 Neponset Street, Building 2
Address: Canton, MA 02021
Attn: Emre Schveighoffer

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

National Resource Management, Inc.

DocuSigned by:
Elizabeth Gagnon
By: F87211B7E158450
Print Name: Elizabeth Gagnon
Title: Sourcing specialist
Date: 14 May 2020 | 10:48 AM EDT


By: _____
Print Name: Emre Schveighoffer
Title: President
Date: March 20, 2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of April 1, 2020 (the “*Effective Date*”), between [Power Management Co., LLC] (“*Contractor*”), a [New York Limited Liability Company] [corporation][limited liability company][limited liability partnership] having offices at [_____] and National Grid, USA Service Company d/b/a National Grid (“*National Grid*”), a corporation, having offices at 42 Sylvan Rd, Waltham, MA (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with **New England Project Expeditor Program 2020-2021** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term in is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “Recipient” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “Disclosing Party” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“*CEII*”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“*FERC*”) and North American Electric Reliability Corporation (“*NERC*”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body, whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party’s and its Affiliate’s (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. *Exclusions from Application.*

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. *Production of Information.* Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. *Scope of Use.* Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. *No Representations; No Rights Conferred.* Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a “Request”). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party’s Information that (A) reside on Recipient’s or its Representatives’ backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party’s Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party’s right to independently engage in any transaction, or independently develop any information, without use of the other Party’s Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient’s obligations and duties under this Non-Disclosure Agreement shall have a term of One (1) years from the Effective Date (the “Term”), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient’s obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the “Special Information Term”). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient or its Representatives may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and State of Rhode Island without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts and State of Rhode Island for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that National Grid may assign this Non-Disclosure Agreement to an Affiliate of National Grid without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. [No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.]

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

42 Sylvan Road
Attn: _____
Waltham, MA 02451

To [Power Management] Co., LLC

[_____]_____
Attn: Ben Roushey
1600 Moseley Road, Suite 100
Victor, NY 14564

DocuSign Envelope ID: 7D68E6CC-F0ED-4A25-A6CE-73F0B42E907C

§19 Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company
d/b/a National Grid

By: _____

John F. Sobczak
Name: JOHN F. SOBCEK
Title: Vice President

Power Management Co, LLC

By: _____

Eric Douthit
Name: Eric Douthit
Title: President

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

Some or all of the Personal Information to be collected by and/or disclosed to Contractor by National Grid is required by applicable Law (as that term is defined below) to be collected, protected, used, disclosed, and deleted in accordance with applicable Law; and certain applicable Law affords certain individuals whose Personal Information has been collected by the Parties for Business Purposes, certain rights in relation to that Personal Information.

1.0 DEFINITIONS

- 1.1 “Business Purpose” has the same meaning as set forth under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et. seq., and its implementing regulations (collectively, the “CCPA”).
- 1.2 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.3 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “MA Security Regs”), the Rhode Island

Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”), the California data security regulations, Cal. Civ. Code § 1798.81.5, (the “*CA Security Regs*”), and the CCPA.

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws applicable to Personal Information it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly; (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the

jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid's review, at National Grid's request, (a) Contractor's WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.

- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid's Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of Personal Information (a "*Security Breach*"). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. "*Attempted Security Incidents*" means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid's data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor's failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.
- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor's security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid's Information, including Personal Information received from National Grid, or to which it provides National Grid's Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.

- 2.12 Contractor agrees that National Grid's data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.14 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid's Confidential and/or Personal Information.
- 2.15 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid's Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.16 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor's possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.
- 2.17 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.18 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.

2.19 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.0 RIGHTS RELATED TO PERSONAL INFORMATION UNDER THE CCPA AND OTHER APPLICABLE LAW

3.1 Contractor shall not collect, use, disclose, or retain Personal Information received from National Grid outside of providing services to National Grid or for any purpose other than the specific Purpose specified in the Non-Disclosure Agreement.

3.2 Contractor shall not sell any Personal Information it collects, accesses, or receives from National Grid.

3.3 Contractor agrees and represents that it shall comply with applicable Laws in regard to any Personal Information that it receives (whether furnished orally, in writing, electronically, visually or in other form or media), collects, accesses, maintains, uses, or discloses from or on behalf of National Grid.

3.4 As permitted by applicable Laws, Contractor may combine Personal Information received from one or more entities to which it provides services, only as necessary to detect data security incidents, or protect against fraudulent or illegal activity.

3.5 If Contractor receives a request to know or a request to delete, as set forth under applicable Laws, directly from a consumer, as that term is defined by applicable Law, regarding Personal Information that Contractor receives (whether furnished orally, in writing, electronically, visually or in other form or media), collects or maintains on behalf of National Grid, it shall notify National Grid of such request. If Contractor does not comply with the request, it shall explain the basis for the denial to National Grid and to the consumer in accordance with applicable provisions of the Laws. Contractor shall also inform the consumer that it should submit the request directly to National Grid, and, when feasible, provide the consumer with the contact information for National Grid.

3.6 If a subcontractor of Contractor receives (whether furnished orally, in writing, electronically, visually or in other form or media), accesses, collects, maintains, or uses National Grid Personal Information, or Contractor discloses National Grid's Personal Information to a subcontractor, Contractor shall require such subcontractor(s) to agree to the same or substantially similar restrictions and conditions that apply to Contractor under this Addendum with respect to Personal Information, or as required by Law, through a written contractual agreement. Contractor shall also require its subcontractor(s) to require the same of its third-party vendors if those vendors receive, have access to, collect or maintain National Grid data received from Contractor or where Contractor discloses such data to those vendors.

3.7 Contractor certifies that it understands this Addendum and the CCPA's restrictions and prohibitions on selling Personal Information and the prohibitions on collecting, retaining, using, or disclosing Personal Information. Contractor agrees that it will comply with these restrictions

and prohibitions and that it will not collect, sell, retain, use, or disclose Personal Information in violation of this Addendum, the CCPA, or any other applicable Laws.

4.0 DATA SCRUBBING VERIFICATION

- 4.1 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.
- 4.2 If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

5.0 AUDIT

- 5.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice, permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.
- 5.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 5.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

6.0 MISCELLANEOUS

- 6.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 6.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 6.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of April, 27 2020 (the “Effective Date”), is made and entered into between [Power Management Co., LLC] (“PEX”), a XXXXX having offices at [732 E Broadway, Office 201, Boston, MA] and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager
- B. To the PEX: Name: Power Management Co., LLC
Address: 1600 Moseley Road, Suite 100
Address: Victor, NY 14564
Attn: Ben Roushey

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

Power Management Co., LLC

DocuSigned by:
Eric Douthit
By: A094CA622D3F49F...

Print Name: Eric Douthit

Title: President

Date: 4/27/2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of February 14, 2020 (the “Effective Date”), between Prism Consulting Inc., dba Prism Energy Services (“Contractor”), a corporation having offices at 1150 Hancock St, Suite 400, Quincy, MA 02169 and National Grid USA Service Company d/b/a National Grid (“National Grid”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expediter Program 2020 – 2021** (the “Purpose”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “Information” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “Recipient” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “Disclosing Party” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “*Representative(s)*” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “*Affiliate*” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “*Customer Information*” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “*Person*” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. *Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.*

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

- 3 -

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

- 5 -

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To Prism Consulting Inc, dba Prism Energy Services:

Attn: Wendy Simmons
Prism Energy Services
1150 Hancock St, Ste 400
Quincy, MA 02169

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

By: John Isberg

Print Name: John Isberg

Title: VP Customer Sales & Solutions

Date: May 6, 2020

**Prism Consulting Inc, d/b/a
Prism Energy Services**

By: Wendy A. Simmons

Print Name: Wendy A. Simmons

Title: President

Date: April 8, 2020

- 8 -

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1** “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2** “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1** Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2** Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- 9 -

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3** Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4** Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5** Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6** All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7** In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8** Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9** Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

- 10 -

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

- 11 -

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 **MISCELLANEOUS**

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

- 13 -

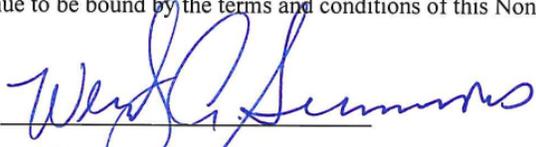
Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: _____



Print Name: _____

Wendy A. Simmons

Date: _____

April 8, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of April 8, 2020 (the "Effective Date"), is made and entered into between Prism Consulting Inc., dba Prism Energy Services ("PEX"), a corporation having offices at 1150 Hancock St, Suite 400, Quincy, MA 02169 and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expediter Program and National Grid has accepted PEX as a participating vendor in such Project Expediter Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager
- B. To the PEX: Prism Energy Services
1150 Hancock St., Ste 400
Quincy, MA 02169
Attn: Wendy Simmons, President

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:

Elizabeth Gagnon

By: E87211B7E158450

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

Prism Consulting Inc., dba Prism Energy Services

By: *Wendy A. Simmons*

_ Print Name: Wendy A. Simmons

Title: President

Date: April 8, 2020

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “**Effective Date**”), between [Resource & Energy Consulting LLC] (“**Contractor**”), a corporation having offices at [10 Heald Bailey Drive, Atkinson, NH] and National Grid USA Service Company d/b/a National Grid (“**National Grid**”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expediter Program 2020 – 2021** (the “**Purpose**”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “**Information**” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “**Recipient**” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “**Disclosing Party**” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [Resource & Energy Consulting, LLC]:

Attn: Frederick Doherty
10 Heald Bailey Drive
Atkinson, NH 03811

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (“.pdf” or “.tif”) shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

Resource & Energy Consulting, LLC

By: John Isberg

By: Frederick J Doherty P.E.

Print Name: John Isberg

Print Name: Frederick Doherty

Title: VP Customer Sales & Solutions

Title: Vice President, PE

Date: May 6, 2020

Date: April 3, 2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information (“CEII”) is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 (“Non-Disclosure Agreement”). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: Frederick J Doherty P.E.

Print Name: Frederick Doherty

Date: April 3, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of Feb, 14 2020 (the "Effective Date"), is made and entered into between [Resource & Energy Consulting] ("PEX"), a XXXXX having offices at [PO box 367 North Andover, MA] and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: Resource & Energy Consulting, LLC
Address: PO Box 367
Address: North Andover, MA 01845
Attn: Frederick J Doherty

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: _____
E9724107F168460...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

Resource & Energy Consulting LLC

By: *Frederick J Doherty*

Print Name: *FREDERICK DOHERTY*

Title: *VICE PRESIDENT*

Date: *4/28/2020*

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of February 14, 2020 (the “Effective Date”), between RISE Engineering, a division of Thielsch Engineering, Inc. (“Contractor”), a corporation having offices at 1341 Elmwood Avenue, Cranston, RI 02910 and National Grid USA Service Company d/b/a National Grid (“National Grid”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “Purpose”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “Information” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “Recipient” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “Disclosing Party” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [RISE Engineering_____]:

Attn: Vincent Graziano
1341 Elmwood Avenue
Cranston, RI 02910

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

RISE Engineering

By: John Isberg

By: Vincent R. Graziano

Print Name: John Isberg

Print Name: Vincent R. Graziano

Title: VP Customer Sales & Solutions

Title: President

Date: May 6, 2020

Date: April 1, 2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information (“CEII”) is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 (“Non-Disclosure Agreement”). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: Vincent R. Graziano

Print Name: Vincent R. Graziano

Date: President

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of April 1, 2020 (the “Effective Date”), is made and entered into between RISE Engineering, a division of Thielsch Engineering, Inc. (“PEX”), a Rhode Island corporation having offices at 1341 Elmwood Avenue, Cranston, RI 02910 and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

- B. To the PEX: Name: RISE Engineering

Address: 1341 Elmwood Avenue

Address: Cranston, RI 02910

Attn: Vincent R. Graziano, President

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
By: Elizabeth Gagnon
E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

RISE Engineering

By: Vincent R. Graziano

Print Name: Vincent Graziano

Title: President

Date: April 1, 2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “*Effective Date*”), between [Vision Energy Solutions, *Contractor*], a corporation having offices at [536 Atwells Ave Prov, RI] and National Grid USA Service Company d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “*Representative(s)*” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “*Affiliate*” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “*Customer Information*” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “*Person*” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. *Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.*

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“*CEII*”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“*FERC*”) and North American Electric Reliability Corporation (“*NERC*”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

- 3 -

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

- 5 -

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To VESION ENERGY SOLUTIONS

Attn: JIM HOWARD
516 ATWELL AVE SUITE 1
PROVIDENCE, RI 02909

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

NISSEN ENERGY SOLUTIONS

By: John Isberg
Print Name: John Isberg
Title: VP Customer Sales & Delivery
Date: May 6, 2020

By: Jim Howard
Print Name: Jim Howard
Title: PRESIDENT
Date: 3-27-20

- 8 -

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- 9 -

(ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.

- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

- 10 -

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

- 11 -

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

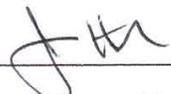
- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature:  _____

Print Name: JIM HOWARD

Date: 3-27-20

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement ("Agreement") dated as of MARCH, 31 2020 (the "Effective Date"), is made and entered into between [NEXTON ENERGY SOLUTIONS] ("PEX"), a XXXXX having offices at [578 ATWELL AVE PZOVI, RI] and National Grid USA Service Company, Inc. d/b/a National Grid ("National Grid"), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a "Party" and, collectively, the "Parties").

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England ("NE") Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid's current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid's Project Expediter Program and National Grid has accepted PEX as a participating vendor in such Project Expediter Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. "Program" means the National Grid NE Project Expediter Program.
- b. "Energy Initiative Program" means National Grid's Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. "Customer" means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. "Program Materials" means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services ("Services"):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid's energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager
- B. To the PEX: Name: VISION ENERGY SOLUTIONS
Address: 516 ATWELLS AVE. SUITE 2
Address: PROVIDENCE, RI 02909
Attn: JIM HOWARD

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: _____
E0721107F158450...
Print Name: Elizabeth Gagnon
Title: Sourcing Specialist
Date: 14 May 2020 | 10:48 AM EDT

VISION ENERGY SOLUTIONS

By: _____
Print Name: JIM HOWARD
Title: PRESIDENT
Date: 3-31-20

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of February 14, 2020 (the “*Effective Date*”), between [Weston&Sampsom (“*Contractor*”), a corporation having offices at 55 Walkers Brk, Reading and National Grid USA Service Company d/b/a National Grid (“*National Grid*”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expediter Program 2020 – 2021** (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

- 3 -

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To Weston & Sampson CMR, Inc.

Attn: Stephen Richard
Vice President

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

Weston & Sampson CMR, Inc.

By: John Isberg

By: Stephen Richard

Print Name: John Isberg

Print Name: Stephen Richard

Title: VP Customer Sales & Solutions

Title: Vice President

Date: May 6, 2020

Date: March 31, 2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature:  _____

Print Name: Stephen Richard

Date: March 31, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of _____, ____ 2020 (the “Effective Date”), is made and entered into between [Weston & Sampson CMR] (“PEX”), a XXXXX having offices at [55 Walkers Brook Drive,] and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”). Suite 100, Reading, MA 01867

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. **Definitions**

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. **Services.**

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager
- B. To the PEX: Name: Weston & Sampson CMR, Inc.
Address: 55 Walkers Brook Drive
Address: Suite 100, Reading, MA 01867
Attn: Stephen Richard

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
By: Elizabeth Gagnon
E87211B7F158450...

Print Name: Elizabeth Gagnon

Title: sourcing specialist

Date: 14 May 2020 | 10:48 AM EDT

Weston & Sampson CMR, Inc

By: Stephen Richard

Print Name: Stephen Richard

Title: Vice President

Date: March 31, 2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (**Non-Disclosure Agreement**) dated as of February 14, 2020 (the *Effective Date*), between [**Wicked Watts**] (*Contractor*), a corporation having offices at 10 Middlesex St., North Chelmsford, MA 01863, and National Grid USA Service Company d/b/a National Grid (*National Grid*), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a "*Party*" and, collectively, the "*Parties*").

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 - 2021** (*Purpose*), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term *Information* means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the *ISA Exhibit* and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term *Recipient* means a Party to whom the other Party or its Representatives discloses Information.

(c) The term *Disclosing Party* means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

(d) The term Representative(s) means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term Affiliate means any Person controlling, controlled by, or under common control with, any other Person; control shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) Customer Information includes, but is not limited to, one or more National Grid customers names, addresses, account numbers, billing information, load information, and usage information.

(g) The term "Person" includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement (CEII) a Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (FERC) a National Energy Reliability Council (NERC) a . O c I a c a CEII, R c a , a a ca its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party's facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party may disclose information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a Request). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information (A) that Recipient or its Representatives have, as a recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information as specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the Term), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (Special Information Term). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18 Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To [Wicked Watts, Inc]:

Attn: Kelly S. Cota
Wicked Watts, Inc
119 Drum Hill Road, #133
Chelmsford, MA 01824

§19 Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic (. . .) shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

[Wicked Watts, Inc]

By: John F Isberg

By: Kelly S Cota

Print Name: John F Isberg

Print Name: Kelly S. Cota

Title: Vice President

Title: President

Date: May 5, 2020

Date: March 31, 2020

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (ISA). In the event of a conflict or difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be that Contractor shall not disclose, disseminate, or otherwise make available to any Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

1.1 **Personal Information** means information under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); tribal identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords. Without limiting the foregoing, Personal Information includes all private data of National Grid that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.

1.2 **Law** means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (*MA Security Regs*) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (*RI Security Regs*).

2.0 SECURITY

2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid Personal Information shall comply with applicable Laws.

2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

(ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.

- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a security program (WISP) consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide National Grid, a National Grid, (a) Confidential WISP; and (b) applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or material National Grid Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a *Security Breach*). Contractor shall provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be liable for any Security Breach. *Attempted Security Incidents* , including unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative agencies. Contractor's failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon request, to ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which Contractor provides Personal Information, including Personal Information received from National Grid, or to which it provides Personal Information on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor shall not store, maintain, or transmit Personal Information outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for any Personal Information transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, damages, costs, fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of , c a a ab c a a c b seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such c Na a G c a , a National Grid with a written explanation of the method used for data disposal/destruction, along a c ca a c c Na a G ata handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

National Grid shall maintain accurate, complete, and current books and records (electronic or otherwise), operational systems and such other audits as may be required by the Commission. (a) Contractor shall maintain accurate and complete books and records, including but not limited to books and records, operational systems, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days in advance), including but not limited to the following conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where Contractor, National Grid, or Contractor's Parent or Subsidiary receives Personal Information from National Grid from the European Economic Area (EEA) (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The EEA includes the member states of the European Union, the European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

List of Contractor Representatives Authorized to Receive CEII

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric a c a (CEII) b a a restrictions of the Non-Disclosure Agreement dated February 14, 2020 (N -D c A). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: Kelly S. Cota

Print Name: Kelly S. Cota

Date: March 31, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into between Wicked Watts USA Service Company, PEX, a XXXXX a offices at 10 Middlesex St, North Chelmsford, MA 01863 and National Grid USA Service Company, Inc. d/b/a National Grid (National Grid), a 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a Party).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (NE) Project Expediter Program, a Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers a b a Na a G current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX a Na a G Project Expediter Program has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. P a a Na a G NE Project Expediter Program.
- b. E l a P a a Na a G E l a Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. C a a r of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. P a Ma a a a a b Na a G connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services

- a. PEX shall be able to provide, at (S):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy a Na a G a .
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
- iv. Lighting and controls
- v. Pipe insulation;
- vi. Gas heating equipment, controls and water heating equipment;
- vii. Gas kitchen equipment;
- viii. Process related enhancements
- ix. Compressed Air
- x. VFD/VSD
- xi. Other gas and electric measures that save energy

c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. InDemand training (National Grid tracking software) will be provided to Lead PEXs when needed.

d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by National Grid staff and other PEXs). Training information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.

e. National Grid C&I (Customer & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.

3. **PEX Participation Requirements:** PEX shall:

- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application process, National Grid Customer Care; and
- b. Attend a National Grid Customer Care (representative per PEX);
- c. Develop a Service National Grid Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
- d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).

4. **Insurance:** PEX shall provide (a PEX representative) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates.

5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Cu project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their C b .
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Pa b , b , b b agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, prof a a ; a Na a G C C , a a b a a a a Na a G . N , b a agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that s a a b . F , a a Na a G a , Na a G ab this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX a a a a a PEX a a the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with PEX b a this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and (a ab a a , a force this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess PEX a . PEX b a a nccurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement a / PEX a a P a , or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date a a a a (A a N). This Agreement, and PEX approval for the Program will continue for a term of one (1) a a P a A a N a will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Pa b a with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-B a L A . A a Na a G s must be reviewed and a b Na a G a a Na a G C -Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts . PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

B. To the PEX: Name: Wicked Watts, Inc
Address: 119 Drum Hill Road, #133
Address: Chelmsford, MA 01824
Attn: Kelly S Cota

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: E87211B7F158450

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Title:

Date: 14 May 2020 | 10:48 AM EDT

[Wicked Watts, Inc]

By: Kelly S Cota

Print Name: Kelly S. Cota

Title: President

Date: March 31, 2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Worker Compensation and Employer Liability

- a. State Workers Compensation () a a a
Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as of February 14, 2020 (the “**Effective Date**”), between [World Energy Efficiency Services, LLC] (“**Contractor**”), a corporation having offices at 24 Roddale St., Worcester, MA 01606] and National Grid USA Service Company d/b/a National Grid (“**National Grid**”), a Massachusetts corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with the **New England Project Expeditor Program 2020 – 2021** (the “**Purpose**”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Certain Definitions.

(a) The term “**Information**” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “**Recipient**” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “**Disclosing Party**” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

- 2 -

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body,

whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall (i) identify any and all Representatives of Recipient who are authorized to receive, or have access to, CEII on the *List of Representatives Authorized to Receive CEII* attached hereto as the CEII Exhibit which may from time to time be amended by mutual agreement of the Parties. Each Representative named in the CEII Exhibit shall not be granted access to CEII until such individual submits to Recipient an executed Certificate of Non-Disclosure (set forth in Schedule A to the CEII Exhibit). This Section shall survive any termination, expiration or cancellation of this Non-Disclosure Agreement. The Parties shall, and shall cause their respective Representatives to, continue to comply with this Section notwithstanding expiration of the Term (as such term is defined below) or any earlier termination of this Non-Disclosure Agreement.

(e) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose

- 4 -

Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of four (4) months from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

- 6 -

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

Attn: Procurement: Energy Efficiency
National Grid
40 Sylvan Road
Waltham, MA 02451

To World Energy Efficiency Services, LLC

Attn: Michael Santangelo, Vice President
World Energy Efficiency Services, LLC
24 Rockdale St.
Worcester, MA 01606

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (“.pdf” or “.tif”) shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

[Signatures are on following page.]

- 7 -

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**National Grid USA Service Company d/b/a
National Grid**

World Energy Efficiency Services, LLC

By: John Isberg

By: MSTL

Print Name: John Isberg

Print Name: Michael Santangelo

Title: VP Customer Sales & Solutions

Title: Vice President

Date: May 6, 2020

Date: March 30, 2020

Type text here

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

1.0 DEFINITIONS

- 1.1 “Personal Information” – means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.2 “Law” – means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “*MA Security Regs*”) and the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”).

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly;

- (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the any agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid’s review, at National Grid’s request, (a) Contractor’s WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid’s Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of

Personal Information (a “*Security Breach*”). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach, and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. “*Attempted Security Incidents*” means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid’s data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor’s failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.

- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor’s security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid’s Information, including Personal Information received from National Grid, or to which it provides National Grid’s Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.
- 2.12 Contractor agrees that National Grid’s data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.13 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid’s Confidential and/or Personal Information.
- 2.14 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid’s Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.15 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor’s possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys’ fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to

prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.

- 2.16 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.17 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.18 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.1 DATA SCRUBBING VERIFICATION

- 3.2 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.

If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

4.0 AUDIT

- 4.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice,

- 12 -

permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.

- 4.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 4.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

5.0 MISCELLANEOUS

- 5.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 5.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 5.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

CEII Exhibit

- 13 -

Schedule A

CERTIFICATE OF NON-DISCLOSURE

I, the undersigned, hereby certify my understanding that the Information which includes critical energy/electric infrastructure information ("CEII") is being provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement dated February 14, 2020 ("Non-Disclosure Agreement"). I also certify that I have been given a copy of that Non-Disclosure Agreement, have read its terms and conditions, and agree to be bound by, and comply with, such terms of conditions. I understand that the contents of the Information and any notes, memoranda, computer software, software documentation or any other forms of information regarding or derived from the Information shall not be disclosed to anyone other than in accordance with the Non-Disclosure Agreement and shall be used only for the Purpose as defined in the Non-Disclosure Agreement. I further certify that I will retain an executed copy of this executed Schedule A for seven (7) years from the expiration of the Non-Disclosure Agreement and will forward a signed copy of the same to my National Grid contact.

I further acknowledge and agree that, in the event that I cease to be engaged in the Purpose, I shall continue to be bound by the terms and conditions of this Non-Disclosure Agreement.

Signature: 

Print Name: Michael Santangelo

Date: March 30, 2020

PROJECT EXPEDITER PROGRAM AGREEMENT

This Project Expediter Program Agreement (“Agreement”) dated as of March, 30 2020 (the “Effective Date”), is made and entered into between [World Energy Efficiency Services, LLC] (“PEX”), a XXXXX having offices at [24 Rockdale St., Worcester, MA 01606] and National Grid USA Service Company, Inc. d/b/a National Grid (“National Grid”), having offices at 40 Sylvan Rd, Waltham, MA 02451 (each, individually, a “Party” and, collectively, the “Parties”).

WITNESSTH

WHEREAS, PEX is in the business of providing customers with the installation of comprehensive, energy efficient equipment; and

WHEREAS, National Grid, through its New England (“NE”) Project Expediter Program, helps qualifying Massachusetts and Rhode Island commercial and industrial customers as well as municipal customers install comprehensive, energy efficient equipment in existing buildings in accordance with National Grid’s current NE Commercial and Industrial Electric and Gas Energy Efficiency Programs; and

WHEREAS, PEX wishes to participate in National Grid’s Project Expeditor Program and National Grid has accepted PEX as a participating vendor in such Project Expeditor Program.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions

- a. “Program” means the National Grid NE Project Expediter Program.
- b. “Energy Initiative Program” means National Grid’s Energy Initiative – Commercial and Industrial Program, which provides either prescriptive or custom incentives to National Grids commercial and industrial customers.
- c. “Customer” means the commercial customer of the PEX to which the PEX is providing services offered by the PEX in its normal and usual business services.
- d. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, any applicable application form(s), RFP documents, this Agreement and any exhibits, appendices, or schedules, and any other related program documents provided to the PEX in connection with the Program.

2. Services.

- a. PEX shall be able to provide, at minimum, the following energy efficiency services (“Services”):
 - i. Conduct energy efficiency audits and building walkthroughs Identify and recommend appropriate energy efficiency opportunities and measures;
 - ii. Analysis of project economics including savings and payback calculations;
 - iii. Maximize benefits of incentive programs;
 - iv. Turnkey installation services that include materials and labor;
 - v. Extended material and labor warranties;
 - vi. Coordinate with National Grid on recycling ballasts when necessary;
 - vii. Strategic energy plans for Customers and supply required documentation in support of incentive application processing (including cut sheets, invoices, energy savings analysis, and any other required paperwork to issue an incentive check to the Customer);
 - viii. Provide National Grid with all necessary information to meet reporting requirements; and
 - ix. Market and outreach to commercial and industrial Customers, focused on promoting energy efficiency opportunities and National Grid’s energy efficiency programs.
- b. PEX shall provide Services for energy efficiency measures in, at minimum, at least one (1) of the following areas:
 - i. HVAC efficiency improvements;
 - ii. Energy management systems (EMS);

- iii. Steam Trap
 - iv. Lighting and controls
 - v. Pipe insulation;
 - vi. Gas heating equipment, controls and water heating equipment;
 - vii. Gas kitchen equipment;
 - viii. Process related enhancements
 - ix. Compressed Air
 - x. VFD/VSD
 - xi. Other gas and electric measures that save energy
- c. PEXs accepted into the Program will initially fall into the category of **Associate PEX**. An Associate PEX designation is to be used to identify new PEX providers. All applicants selected the first year shall be Associate PEXs. Associate PEXs will experience a one-year trial period. During the trial period, National Grid will assess the PEX's performance in delivering energy efficiency solutions to Customers. Qualified, performing Associate PEXs, at the end of the trial period may be accepted in to the Program as Lead PEXs. At the discretion of the National Grid Program Manager, the trial period for Associate PEXs may be shorter due to exceptional Program performance. A **Lead PEX** designation is to be used to identify Providers with proven historical experience and performance in the Program. "InDemand" training (National Grid tracking software) will be provided to Lead PEXs when needed.
- d. PEX shall participate in regularly scheduled NE PEX meetings and webinars (often attended by members of National Grid's Sales and Program Operations staff). These meetings may include information regarding Program and policy changes, reminders, opportunities, training, and new initiatives.
- e. For projects completed in National Grid's C&I (Commercial & Industrial) Energy Efficiency Program (the details of which can be found at: www.nationalgridus.com/Services-Rebates), there are routine pre-inspections and post-inspections performed by National Grid staff, as well as contracted third-party vendors. To the extent necessary, PEX shall cooperate with National Grid and its third-party vendors regarding such pre and post-inspections. All custom measure applications are reviewed and approved by National Grid technical staff to verify savings calculations.
3. **PEX Participation Requirements:** PEX shall:
- a. Attend and complete all required training sessions, as set forth by the Program, which include, but are not limited to, sessions on the Program offerings and processes, EE application requirements, etc., and National Grid "Code of Conduct" training;
 - b. Attend and complete National Grid's annual "Code of Conduct" training (minimum of one representative per PEX);
 - c. Deliver energy efficiency products and Services to National Grid's Customers at cost effective rates, and ensure that all Customer pricing is fair and reasonable; and
 - d. For NE PEXs to be considered for renewal, an existing NE PEX (Lead or Associate) must meet their electric or gas savings targets, address a niche Customer segment as determined by National Grid in its sole discretion, or fully meet at least 4 of the KPIs, where one of those KPIs must be the training requirements as outlined in the last column of the attached Appendix D, (PEX Key Performance Metrics (KPIs)).
4. **Insurance:** PEX must provide to National Grid evidence of (at PEX's sole expense) proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as "additional insured" and as "certificate holder".
5. **Background Check:** PEX shall comply at all times during the term of this Agreement with National Grid's Level 2 Background Check requirements (as described in the attached Appendix B).

6. **Payment for Services and Invoicing:** PEX will not be compensated by National Grid for any Services provided Customers. PEX is paid directly by the Customer for materials and labor to install the energy efficiency measures. Program incentives are designed to offset a Customer's project costs and are designed to cover up to 50% of the project cost including labor and materials. National Grid incentives are paid directly to the Customer once a project is complete and all the necessary paperwork and verification has been submitted. However, Customers may elect to assign the Program incentives directly to PEX. It is expected and assumed that PEX will apply the incentive to reduce their Customer's bill for the work completed.
7. **Independent Contractor:** Notwithstanding any language to the contrary in this Agreement, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to PEX, PEX understands and agrees that the relationship between National Grid and PEX is that of independent contractors. PEX further acknowledges and agrees that (1) PEX is chosen exclusively by the participating Customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. Nothing in this Agreement is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the Parties. Neither Party hereto, nor will any Party's respective officers, members, or employees, be deemed to be the agent, employee, or representative of the other Party. PEX agrees to represent its business in an ethical, professional manner; adhere to National Grid's Code of Conduct requirements, and at no time represent its business as an agent or representative of National Grid. No employee, subcontractor's agent or representatives of PEX will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. PEX has no power or right to bind National Grid or act on its behalf when dealing with Customers or third parties.
8. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to PEX by National Grid. National Grid shall have no responsibility or liability for equipment, work, Services or other items provided, installed or performed by PEX, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. Further, except for claims arising out of National Grid's gross negligence or intentional misconduct, National Grid's liability under this Agreement, shall not exceed, in the aggregate, five hundred dollars (\$500.00). National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of PEX or any other persons to hazardous materials of any kind in connection with PEX's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. PEX shall be liable for 1) reasonable costs incurred by National Grid in connection with the PEX's breach of this Agreement and 2) liability incurred by National Grid related resulting from the breach of this Agreement, nonperformance, negligence, willful misconduct or unlawful act of PEX.
9. **Indemnification:** To the fullest extent permitted by law, PEX agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and each of their respective employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs, including those incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any Services or work in connection with the Program, Program Materials or this Agreement caused or alleged to be caused, in whole or in part, by any actual or alleged act or omission of PEX, its subcontractor, anyone directly or indirectly employed by PEX or its subcontractor or anyone for whose acts PEX or its subcontractors may be liable.
10. **Work Standards:** PEX shall perform any and all work and Services with the degree of skill and judgment normally required by industry standards and shall use best efforts to properly assist Customers in applying for National Grid incentives. PEX represents and warrants that it follows drug and alcohol, and safety requirements under the Occupational Safety Health Administration (OSHA).

11. **Audit and Surveys:** National Grid shall have the right to inspect and audit any work or Services performed by PEX, the projects themselves, and any processes used to perform the Services. Such audits may be performed by either or both National Grid employees or professional auditing firms chosen by National Grid. Further, National Grid may conduct Customer surveys in order to assess the PEX's performance. PEX will not be compensated for any time or expenses incurred in complying and cooperating with such inspections, audits or surveys.
12. **Continuing Obligations:** PEX shall notify National Grid immediately of any changes to the information which PEX submitted to National Grid during the application/RFP process, including but not limited to any change of address or proposed changes in its ownership or business structure.
13. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause this Agreement and/or PEX's participation in the Program, or modify the Program or this Agreement. PEX may discontinue participating as a PEX by notifying National Grid in writing of that decision. PEX approval for the Program will be effective as of the date of the application approval notice ("Approval Notice"). This Agreement, and PEX approval for the Program will continue for a term of one (1) year from the date of the Program's Approval Notice and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one-year periods, unless otherwise terminated in accordance with this Agreement.
14. **Confidentiality:** The Parties' obligations with respect to confidentiality shall be governed by the Non-Disclosure Agreement entered into between the Parties on 2/14/2020 and incorporated into this Agreement by reference. Notwithstanding any other provision of this Agreement, PEX recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to PEX, its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent Customer information is required to be disclosed, the disclosing party shall get the prior written consent of the Customer prior to making any disclosure.
15. **National Grid Logo Use:** PEX shall not use the National Grid Project Expediter logo, or any National Grid logo, for any purpose without the express written authorization from National Grid and shall not use the National Grid Project Expediter or National Grid logo without the execution of a separate Co-Branding License Agreement. Any authorized use of National Grid's logos must be reviewed and approved by National Grid and must strictly adhere to National Grid's current Co-Branding Guidelines, which may be revised, amended, and/or supplemented from time to time at the sole and absolute discretion of National Grid.
16. **General Provisions:** If any provision of this Agreement is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of this Agreement (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of this Agreement and the Program and shall continue to bind the Parties. This Agreement is intended for the benefit of the Parties hereto and do not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. Only the courts of the Commonwealth of Massachusetts shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of the Commonwealth of Massachusetts. PEX hereby submits to the courts of the Commonwealth of Massachusetts for the purposes of interpretation and enforcement of the Agreement. In the event of any conflict or inconsistency between this Agreement and any Program Materials, this Agreement shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to this Agreement or any Program Materials unless such is made by National Grid.

17. **Notices:** Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either Party to the other Party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid Project Expeditor Program
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager
- B. To the PEX: Name: World Energy Efficiency Services, LLC
Address: 24 Rockdale St.
Address: Worcester, MA 01606
Attn: Michael Santangelo, Vice President

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

DocuSigned by:
Elizabeth Gagnon
By: _____
58724187F158450...

Print Name: Elizabeth Gagnon

Title: Sourcing Specialist

Date: 14 May 2020 | 10:48 AM EDT

World Energy Efficiency Services, LLC

By: *MSH* _____

Print Name: Michael Santangelo

Title: Vice President

Date: March 30, 2020

Appendix A

PEX Insurance Requirements

Prior to performing any Services, the PEX shall provide proof of insurance as follows:

Workers' Compensation and Employers Liability

- a. Statutory Workers' Compensation (including occupational disease) in accordance with the laws of Massachusetts and Rhode Island.
- b. Employers Liability Insurance with a limit of at least \$1,000,000.

Commercial General Liability (CGL) with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of a primary and umbrella/excess liability policy.

Commercial Automobile (Auto) Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Umbrella/Excess Liability policies used to comply with CGL *and/or* Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.

The CGL, Auto, and Umbrella/Excess (if applicable) Insurance, shall provide:

- a. Endorsement naming **National Grid USA, its subsidiaries and affiliates as additional insured** (to the extent applicable).
- b. A Waiver of Subrogation in favor of **National Grid USA, its subsidiaries and affiliates**, for any loss or damage covered under those policies referenced in this insurance provision.

Insurance policies must provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy.

Certificate Holder must read:

National Grid
40 Sylvan Road
Waltham, MA 02451
Attn: Judy Torrissi, Sr. Program Manager

Appendix B

PEX Background Check Requirements

See separate attachments

Appendix C

PEX Key Performance Metrics (KPIs)

KPI – NE PEXs	Net Annual kWhs Savings	Annual therms savings	Efficient Use of Incentives (\$/unit saved)	Average Cost Effectiveness (TCost/unit saved)	Customer Feedback	Sales and Tech Rep Feedback	Requirements (Training tbd, background checks, ethics, other)
Renewals (Associate or Lead)	Meet or exceed assigned individual goal	Meet or exceed assigned individual goal	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	< \$2.02 overall, or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8.00 hvac kWh <\$1.00 vsd kWh AND <\$8 therm for gas	Score > 70% on survey (100% max)	Score > 70% on survey (100% max)	Need to attend or complete all National Grid required events
New PEXs (Associate)	1,000,000	20,000	<= \$0.30 per net annual kWh, on average <=\$2.50 per gross annual therm savings	<\$2.02 overall or <\$1.75 lighting kWh <\$2.45 custom kWh <\$8 hvac kWh <\$1.00 vsd kWh AND <\$7.00 therm	Score > 65% on survey (100% max)	Score > 65% on survey (100% max)	Need to attend or complete all National Grid required events

In order to be considered for renewal, an existing NE PEX must meet a threshold of 50% of their electric and gas targets, address a niche customer segment, or fully meet at least 4 KPIs and one of those KPIs must be Meeting All Requirements (last column).

DIV 1-48
Building Analytics

Request:

At Bates 184, the Company states that the Building Analytics Program is expected to launch in the second half of 2022, including onboarding of "Qualified Service Providers."

- a) Will the "Qualified Service Providers" be Company employees or will they be vendors?
- b) If employees, please identify how many will be onboarded and the total costs of the employees.
- c) If vendors, please provide a copy of the vendor contracts.

Response:

- a) The Qualified Service Provider ("QSP")'s will be external subcontractors, not vendors directly to the Company. The QSP's will sign Qualified Service Provider Agreements with the external program implementation vendor, Leidos Engineering ("Leidos").
- b) Not applicable.
- c) The Company does not have contracts with the QSPs because the QSPs' agreements are with Leidos.

DIV 1-49
Trade Ally Engagement

Request:

At Bates 184, the Company states that in 2023, the Company will seek to better engage the trade allies (primarily contractors) with expertise on HVAC, controls, refrigeration, and other technologies to participate in the energy efficiency programs. Please identify, with specificity, what steps or actions the Company has outlined or identified in order to achieve this goal.

Response:

The Company plans to hire a dedicated resource to lead efforts to engage these trade allies. This individual will serve as a primary point of contact with these trade allies in order to:

- Educate contractors and other trade allies operating in Rhode Island about new and existing program offerings. This will include providing trainings on Company incentive offerings and related processes and requirements both in formal settings and on an informal, ad hoc basis. This will also include technical training on new or existing technologies and their energy efficiency installation and operation. This would include some of the trainings described on Bates 187 of the 2023 Plan. Participants would include trade allies, customers, Company staff, and program vendors.
- Capture ongoing feedback from trade allies about their experience working with the programs and their ideas to improve program participation, offerings and processes. This individual will also communicate feedback captured from trade allies to program staff and vendors, who will seek to develop solutions that address these barriers and improve program offerings based on the feedback received.
- Coordinate training, feedback and other activities with trade and professional organizations to reach a broader segment of contractors and engage new trade allies.
- Collaborate with external partners (product vendors and trade allies) and program staff (Company sales, engineering, program management staff, as well as program vendors) to ensure the external parties are in communication with the correct program staff. In particular, this will involve connecting external partners interested in helping customers to leverage program incentives with Company sales staff.

DIV 1-50
Trade Ally Engagement

Request:

The Company has also identified a need to break down barriers to program participation. Please identify the specific barriers and the solutions that will be implemented to overcome the barriers.

Response:

Through its trade ally engagement efforts, the Company intends to help address the following barriers related to working with contractors and vendors offering energy efficiency-related products and services in Rhode Island:

- Lack of awareness of program incentives;
- Lack of understanding of program processes and requirements;
- Lack of clarity about how to connect with the correct Rhode Island Energy staff to discuss specific projects or products; and
- Lack of awareness of Company-sponsored trainings and other services offered by the Company.

Trade allies are also often aware of barriers specific to implementing certain types of measures or projects of which the Company is not aware. One of the primary objectives of this engagement process is to better capture this feedback and ensure that it is routed to staff that can address any concerns raised and develop appropriate solutions.

DIV 1-51
Supply Chain Disruptions

Request:

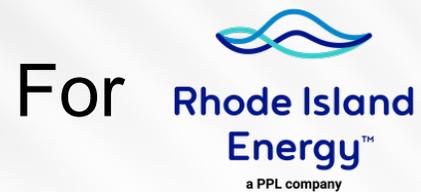
At Bates 185, the Company references a supply chain study and mitigation measures presented to the Technical Working Group. Please provide a copy of what was presented to the TWG, if it was anything more than Table 4 on Bates 185 and the associated 4 study recommendations following Table 4.

Response:

Please see Attachment DIV 1-51 for the presentation given to the TWG referenced at Bates 185.



C&I Supply Chain Research



July 22, 2022

©2022 Guidehouse Inc. All rights reserved.



Table of Content

1. Research objectives
2. Overview of interviews
3. Ongoing supply chain challenges
4. Expectations about the future
5. Mitigation strategies

Research Objectives

Supporting Rhode Island's 2023 Energy Efficiency Plan

- Gather information to inform how increases in product and installation costs and sourcing delays may impact program budgets and/or savings in 2022 and 2023.
- Identify whether similar price increases and sourcing delays are affecting program administrators in other jurisdictions and learn how they are mitigating these impacts, as applicable.

Overview of Interviews

12

Market Actor Interviews

Including interviews with manufacturing representatives, upstream implementors, PEX, distributors, and contractors

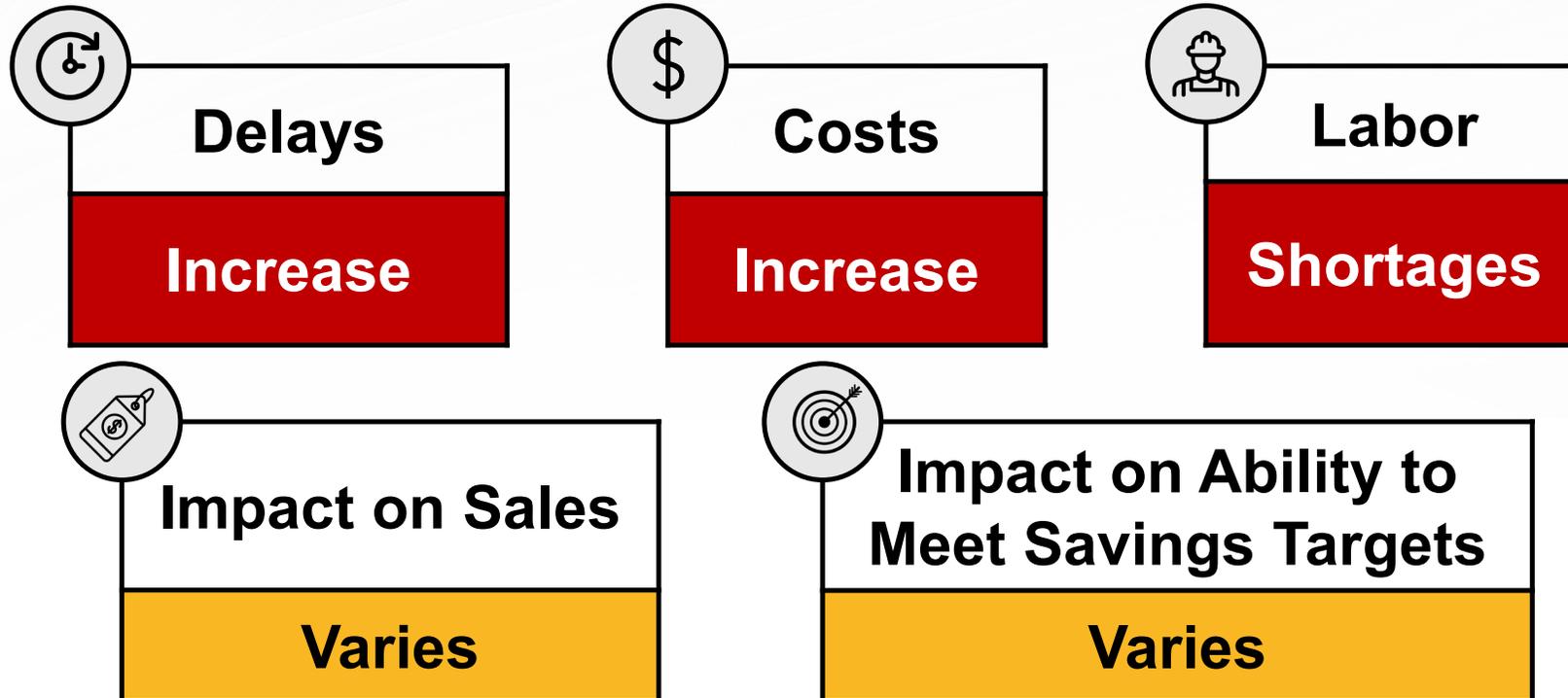
4

Utility Interviews

All utilities were in the top 10 of ACEEE's 2020 Utility Energy Efficiency Scorecard Ranking

Summary

Ongoing Supply Chain Challenges



Delays

Ongoing Supply Chain Challenges

RTU, VFD/VSD, and compressed air delays created project bottlenecks

Measure	Specification	Typical Pre-Covid Lead Time	Typical Current Lead Time	Typical Increase
Lighting	General	<1 month	1-3 months	~1.5 months
	Controls	<1 month	3 months	~2.5 months
HVAC	General	<1-2 month	4-6 months	~3 months
	Controls	<1 month	3-6 months	~3 months
	Rooftop Units	1-2 months	3-6 months	~3 months
	VFD/VSDs	<1 month	2-7 months	~3.5 months
	Chillers	3-4 months	4-6 months	~1.5 months
	Boilers	<1-2 months	2-6 months	~2 months
Compressed air	General	1-3 months	4-6 months	~3.5 months

 Market actors are particularly concerned about RTU and VFD/VSDs' lead times. They noted that these products' lead times are highly variable (e.g., one PEX noted a 10-month lead time for an RTU).

 Computer chip shortages have led to longer delays for products with controls. However, some customers are willing to wait for these products because of their lifecycle savings. potential.

 Delays for lighting products without controls have begun to ease, whereas HVAC and compressed air delays are leveling off or getting worse.

Costs

Ongoing Supply Chain Challenges

Prices increased faster for HVAC products than lighting products

Measure	Specification	Price Changes Relative to Pre-Covid
Lighting	General	10-30%
	General	15-35%
HVAC	Rooftop Units	24-35%
	VFD/VSDs	30-35%
	Boilers	~30%
	Chillers	20-30%
Compressed air	General	>30%

 Computer chip price increases have led to particularly large increases for controls.

 Metal – e.g., copper, steel, and aluminum – price increases are a significant contributor to finished product price increases.

 The war in Ukraine has led to increases in fuel and plastic costs.

 Major new efficiency standards begin in 2023.* Long lead times push manufacturers to preemptively phase out old equipment (now) to ensure compliance is met on 2023 shipments. This is contributing to price increases.

* The specific regulation referenced by market actors is the DOE 2023 increase of minimum efficiency levels and test procedures for central air conditioners and heat pumps.

Labor

Ongoing Supply Chain Challenges

OEMs, truckers, and contractors had major labor challenges

Manufacturers	Transportation	Upstream Vendors	Distributors	PEX/Contractors
<ul style="list-style-type: none">• Shortages: Some market actors reported that manufacturers had difficulty finding laborers.• Shut-downs: Also, occasional COVID outbreaks led to manufacturing delays. This was a more significant issue for Chinese manufacturing.	<ul style="list-style-type: none">• Shortages: A shortage of truck drivers led to longer lead times.	<ul style="list-style-type: none">• Some shortages: Some vendors struggled with worker retention, whereas others didn't.	<ul style="list-style-type: none">• No shortages: Distributors generally did not have labor challenges.	<ul style="list-style-type: none">• Shortages: PEX and contractors said it is difficult to find enough well-trained sub-contractors (i.e., electricians, HVAC mechanics).• Increased Costs: Installation labor costs increased by 7-10% since COVID began according to one PEX. Another PEX said electricians' rates rose 30% since COVID began.

**Business /
 Program Impacts**

Ongoing Supply Chain Challenges

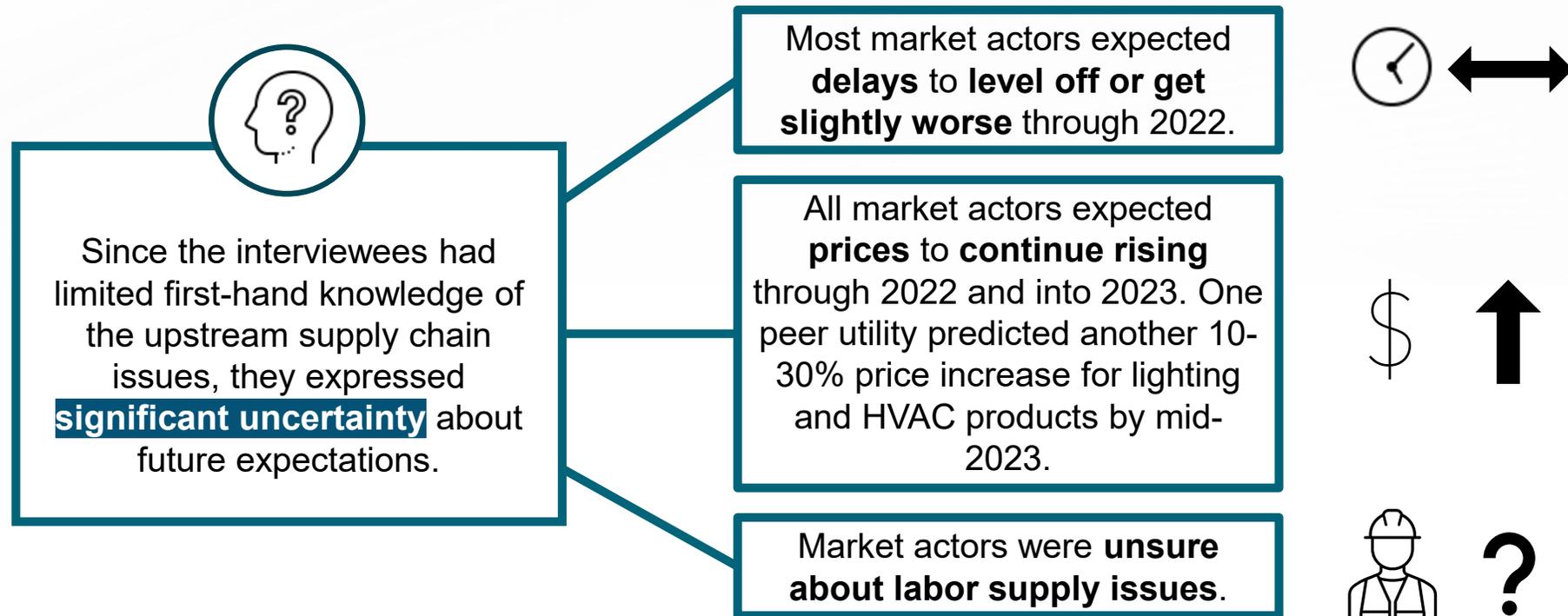
Effect on sales, targets, and margins varied by market actor type

Category	Sales	Targets	Margins	Notes
Upstream Vendors*	No effect	No effect	N/A	Upstream vendors interviewed did not see a reduction in program sales overall. However, they expressed concern that sales may go down in the future due to rising prices.
Distributors	Varies	N/A	Varies	Distributors reported absorbing some of the cost increases and have seen an increase in the cost of doing business (e.g., because of increased need to forecast). However, one distributor, with a large inventory, benefited from the appreciation of goods.
PEX and Contractors	Negative effect	Negative effect	Negative effect	PEX and contractors absorb some of the price increases and pass some onto the end-customers. This leads to a reduction in sales & margins and makes it more difficult to hit targets.

* In addition to upstream vendors, Guidehouse also spoke with the industrial program implementor, who similarly indicated supply chain issues have not impacted ability to achieve savings targets. Expects to exceed targets in 2022.

Expectations About the Future

Market actors and peer utilities are highly uncertain, but tentatively expect long lead times and high prices to continue



Mitigation Strategies Employed by Others

The ✓ indicates which strategies Guidehouse recommends that Rhode Island Energy consider employing or recommending.
The ✗ indicates which strategies Guidehouse recommends avoiding.

Utilities	Market Actors
1. Two peer utilities increased incentives. For example, one utility increased incentives for products that had relatively short lead times (e.g., lighting products) to help deal with price increases. ✓	1. When desired products had long lead times and/or significant price increases, distributors and contractors encouraged customers to find substitutions such as the following: a) Older products ✗ b) Products without controls ✗ c) Comparable products from a different manufacturers ✓
2. One utility increased marketing to promote the incentive increases and get customers' attention. This utility correspondingly decreased marketing for products with long lead times. ✓	2. Many distributors benefited from forecasting inventory several months in advance. They focused on forecasting products with long lead times (e.g., controls, VFD/VSDs, and compressed air products). To aid forecasting efforts, distributors spoke with end-customers, contractors, and manufacturer representatives more frequently. ✓
3. One utility promoted maintenance via incentives, marketing, and by providing maintenance kits. ✓	3. According to one utility, market actors in their region began ordering in bulk to help decrease lead times and reduce prices. These actions played a significant role in helping that utility avoid significant impacts. This can take several forms: a) Contractors can purchase in bulk from distributors. ✓ b) Distributors can purchase in bulk from OEMs. ✓ c) Contractors can purchase directly from OEMs, in bulk ✗
4. Another utility helped vendors locate new manufacturers from which to purchase equipment. ✗	4. One air compressor contractor offered loaner/temporary products to customers. ✓
5. One utility reduced savings targets. ✓	
6. Another utility helped market actors forecast. ✓	

Mitigation Strategies Under Consideration

1

Consider **adjusting incentives and marketing**

- a) Increase incentives and marketing for products that have short lead times
- b) Decrease marketing for products with long lead times

2

Consider **reducing savings targets** for downstream program PEX/contractors

3

Consider **communicating mitigation strategies** to market actors via webinar. Avoid strategies that may be perceived as negatively affecting one actor for the benefit of another. See ✓ & ✗ on the previous slide for strategies to consider.

4

Consider **helping market actors forecast** by periodically informing them of delay and price change expectations.

Your Guides

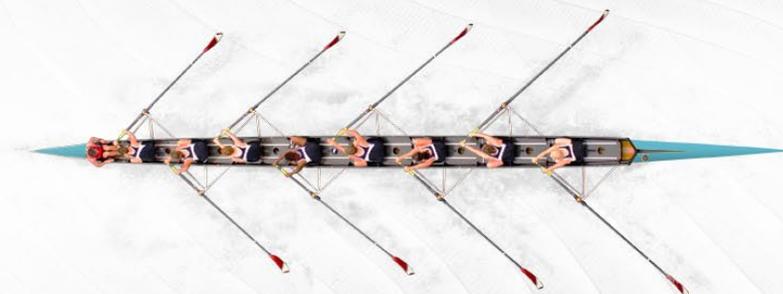
Jeremy Newberger
Associate Director
jeremy.newberger@guidehouse.com
646.227.4271

Nicole Buccitelli
Associate Director
nicole.buccitelli@guidehouse.com
781.270.8407

Sarrin Chethik
Consultant
schethik@guidehouse.com
646.227.4422



©2022 Guidehouse Inc. All rights reserved.
This content is for general information purposes only, and should not be used as a substitute for consultation with professional advisors.





Appendix

Miscellaneous

Summary

Ongoing Supply Chain Challenges

Delays and cost increases were a problem for all market actors, but downstream actors struggled more with sales and targets

Interview Type	Delays	Costs	Labor	Impact on Sales	Impact on Ability to Meet Savings Targets
Upstream Vendors	Increase	Increase	N/A	No effect	No effect
Distributors	Increase	Increase	N/A	Varies	N/A
Project Expeditors (PEX) / Contractors	Increase	Increase	Shortages	Negative effect	Negative effect
Peer Utilities	Increase	Varies	N/A	Varies	Varies

Delays

Full Range of Lead Times Specified in Interviews

Measure	Specification	Pre-Covid Lead Time Range	Current Lead Time Range
Lighting	General	<1 month	Interviews: 1-3 months AESP*: 4-6 months
	Controls	<1 month	3 months
HVAC	General	0-2.5 months	Interviews: 1-9 months AESP*: 4-18 months
	Controls	<1 month	1-11 months
	Rooftop Units	1-4 months	2-10 months
	VFD/VSDs	<1 month	2-12 months
	Boilers	<1-2 months	2-11 months
	Chillers	3-4 months	4-12 months
Compressed air	General	1-3 months	2-12 months

* "AESP" refers to a webinar, hosted by the Association of Energy Service Professionals, that discussed COVID-19's impact on supply chain disruptions. Guidehouse staff attended this webinar to supplement the stakeholder interviews. Any information from "AESP" is explicitly identified.

Costs

Detailed Price Increase Data

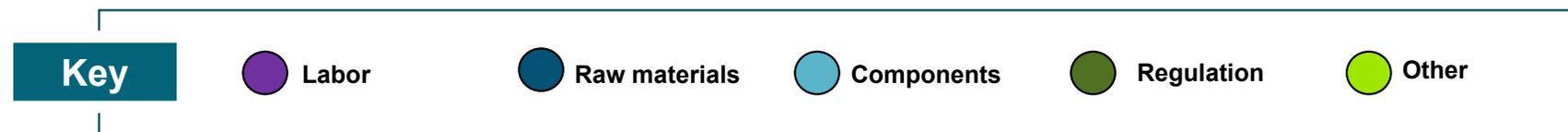
Measure	Specification	Price Changes To-Date
Lighting	General	Interviews: 10-30% AESP*: 9% (YTD)
	General	Interviews: 15-35% AESP*: 12% (YTD)
HVAC	Rooftop Units	24-35%
	VFD/VSDs	30-35%
	Boilers	~30%
	Chillers	20-30%
Compressed air	General	>30%

* "AESP" refers to a webinar, hosted by the Association of Energy Service Professionals, that discussed COVID-19's impact on supply chain disruptions. Guidehouse staff attended this webinar to supplement the stakeholder interviews. Any information from "AESP" is explicitly identified.

Drivers of Delays and Price Increases

Driver	Mentions	Category	Phase
Chips	14	●	Upstream
Ships unable to dock	11	●	Upstream
Truck driver shortage	10	●	Upstream
"Materials" broadly	8	●	Upstream
Steel prices	7	●	Upstream
Aluminum prices	6	●	Upstream
Manufacturing labor availability	6	●	Upstream
Fuel prices	6	●	Upstream
Copper prices	5	●	Upstream
Wiring, conduit	5	●	Upstream
Installation labor availability	4	●	Downstream

Driver	Mentions	Category	Phase
Lock-downs in China	4	●	Upstream
Installation labor costs	3	●	Downstream
Drivers	3	●	Upstream
Plastic prices	3	●	Upstream
Covid (illness)	3	●	Both
Sheet metal prices	2	●	Upstream
Fans and motors	2	●	Upstream
PVC (plastic pipe)	2	●	Upstream
Increased HVAC energy efficiency standards	2	●	Upstream
Refrigerant phasedown	2	●	Upstream
Nickel	1	●	Upstream



Mitigation Strategies' Risks and Considerations



Recommendations may...	Description
...reduce cost effectiveness	Recommendation(s) affected: I.: (I.) Increasing incentives and marketing will increase costs, which – all else equal – will reduce cost effectiveness.
...disincentivize business innovation	Recommendation(s) affected: I. and II.: (I.) Increasing incentives/marketing and (II.) reducing savings targets reduces vendors' incentive to find creative solutions for these issues. For example, BGE mentioned that, in order to meet targets, vendors began ordering in bulk and forecasting demand. The utility believes these strategies will continue to reduce the cost of energy efficiency services even after the supply chain disruptions subside.
...be negatively received by distributors	Recommendation(s) affected: III.: Specific (III.) vendor mitigation strategies may upset distributors. For example, one vendor mitigation strategy was for contractors to bypass the distributor by building large inventories. While this was likely a useful strategy for contractors, RIE recommending it would potentially create tension between themselves and distributors.
...be negatively received by manufacturers	Recommendation(s) affected: III. And IV.: Another (II.) successful mitigation strategy used by contractors/distributors was to find substitutes from new manufacturers. One utility mentioned (III.) directly helping contractors/distributors find new manufacturers. While this has been a useful strategy, RIE should consider how this might affect relationships with manufacturers.

DIV 1-52
Workforce Development

Request:

At Bates 187, the Company referenced trainings to upskill the C&I workforce. Please identify:

- a) What trainings have taken place to date and what trainings are scheduled through the end of calendar year 2022.
- b) Please identify where the trainings have taken place or where they are scheduled.
- c) Please identify the number of participants for each training and the cost of the trainings.
- d) Please identify whether there is a participation fee for the participants or an incentive to attend.

Response:

- a) To date none of the trainings described on Bates 187 have taken place, and none are scheduled through the end of calendar year 2022. Please see DIV 1-2 for more details.
- b) Not applicable because the referenced trainings have not taken place or been scheduled.
- c) Not applicable because the referenced trainings have not taken place or been scheduled.
- d) Participation fees have not yet been determined because the trainings have not yet been scheduled. In most cases, the Company expects to offer the trainings for free. For industry certification-related trainings (e.g., Certified Energy Manager), the Company may cover the training cost, while the participants cover any testing and certification fees. In a few cases, the Company is considering offering an incentive to specific participants to attend these trainings.

DIV 1-53
Small Business Direct Install

Request:

- a) By whom are the Small Business Energy Specialists, referenced at Bates 187, employed?
By whom are the Project Coordinators, referenced at Bates 188, employed?
- b) Is the Customer Directed Option (CDO) new for 2022 or 2023?
- c) What proportion of customers opt for CDO?
- d) How much has the Company spent to date in 2022 on CDO measures?

Response:

- a) The Small Business Energy Specialists and Project Coordinators are employed by the Company's program vendor, RISE Engineering.
- b) No, the CDO is not new for 2022 or 2023.
- c) In 2022, 17 percent of customers have opted for the CDO pathway (based on projects that are completed or in the pipeline as of October 28).
- d) Year to date, the Company has spent \$955,901 on CDO measures.

DIV 1-54
Small Business Direct Install

Request:

At Bates 188, the Company states: "Once the customer is aware of the program", the customer begins the process by calling, emailing, or using an online form to express interest in the program. What efforts does the Company undertake to make small business customers aware of the program and its offering?

Response:

Word-of-mouth referrals from other satisfied program participants remains the single most important source of new incoming requests for program service. This is supplemented by a variety of active efforts designed to introduce eligible customers to the services and motivate them to participate. These efforts include:

- Direct in-person solicitation by program field staff as they come across eligible facilities which appear to offer potential for cost-effective improvements.
- Direct mailing and emailing to targeted customers.
- Informational websites.
- Social media posts that describe program services and highlight satisfied program participants.
- Outreach in conjunction with outside organizations and other program sponsors. In 2022, special efforts were made to reach out to entities with ties to minority-owned businesses and to non-English-speaking owners and operators of eligible businesses.
- Sponsorship and participation in webinars, neighborhood business events, and other miscellaneous opportunities to discuss the program.
- Inclusion in overall Rhode Island Energy mass media outreach on energy efficiency programs.

DIV 1-55
Small Business Direct Install

Request:

Is the “main street” outreach efforts, as referenced at Bates 188 the same as the “Main Streets Initiative” as described at Bates 189? Please identify the “turnkey vendor” that will conduct this initiative. If not yet identified, please respond when the turnkey vendor” has been identified and provide a copy of the contract.

Response:

Yes, the “main street” outreach efforts and “Main Streets Initiate” described in the Plan is the same effort. The turnkey vendor is RISE Engineering.

Please see Attachment DIV 1-55-1 for the contract with RISE Engineering and Attachment DIV 1-55-2 for an amendment to the contract. These attachments contain competitively sensitive commercial information as the Company intends to solicit bids for the contracted services and public disclosure of these contracts could lead to less competitive terms from bidders. Therefore, the Company has produced Attachments DIV 1-55-1 and 1-55-2 subject to a motion for protective treatment.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

Attachment DIV 1-55-1
Small Business Direct Install

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

Attachment DIV 1-55-2
Small Business Direct Install

REDACTED

DIV 1-56
Small Business Direct Install

Request:

Does the Company or its vendors work with any Chamber of Commerce to identify customers for C & I programs? If so, please describe those efforts in detail. If no, why not?

Response:

Over the many years of program operation, the Company and its vendor have worked with many Chambers and other business organizations on outreach initiatives designed to “geo-target” certain areas or communities. The vendor’s director of engineering was recently elected as a member of the Board of Directors of the Warwick Chamber, which is an illustration of these efforts. The Company and its vendor are also collaborating with the East Providence Chamber of Commerce on a plan that will incorporate features that have been successfully used in the past, commonly referred to as a “Main Streets” approach. Please reference the Company’s response to Division 1-55 for additional detail.

The features to be incorporated include:

- Enlisting sponsorship and endorsement from local business, non-profit, and /or municipal leaders;
- Deploying a variety of outreach mechanisms in a concentrated period using local media and geo-targeted social media to “blanket” the target area with the same message from a variety of sources;
- Including a door-to-door canvassing effort using program field staff to “knock on doors” to solicit participation and perform the assessment on the spot if possible; and
- Incorporating some enhanced offer (if possible) for a limited period of time to further incentivize targeted businesses to enlist in the program.

DIV 1-57
Targeted All Fuel Weatherization

Request:

What is the weatherization tool referenced in the section; a computer program or app?

Response:

The weatherization tool referenced in this section is a Microsoft Excel-based calculator.

DIV 1-58
Targeted All Fuel Weatherization

Request:

What does the Company mean when it says it will revisit incentives for weatherization and air sealing? Is the Company looking to increase or decrease the incentives. Please explain with more specificity.

Response:

The Company is looking to decrease the total incentive budget for weatherization and air sealing in the Small Business Direct Install ("SBDI") Program but to increase the incentive budget for these measures funded through the System Benefits Charge (SBC). The total incentive as a percentage of project costs will decrease, but the percentage of project costs covered by SBC funds will increase.

Since 2021, the Company has had a memorandum of understanding (MOU) with the Rhode Island Office of Energy Resources to leverage \$1,100,000 million of funding from the Regional Greenhouse Gas Initiative (RGGI) to support weatherization and air sealing projects for customers using all fuel types for heating (not just electricity and gas) through the SBDI program. Prior to the MOU, a very limited volume of weatherization and air sealing projects were funded through the SBDI Program, and the Company has seen a large increase in volume of these projects in 2022. The 2023 Plan assumes these funds will be exhausted in 2022, and any SBDI weatherization and air sealing projects must rely solely on SBC funds.

Many of these projects have long payback periods. Thus, in 2023, the Company is seeking to fund a subset of these projects that have more attractive economics, provided the customers rely on natural gas or electricity as their primary heating source. (Delivered fuels projects would not be funded.) The SBDI Program typically incentivizes up to 70 percent of the cost of installing a measure. Through the third quarter of 2022, the Program has incentivized 93 percent of the costs of the weatherization and air sealing projects, with 68 percent from RGGI funds and 25 percent from SBC funds (and the remaining 7 percent covered by customers). If the SBDI Program incentivizes 70 percent of project costs in 2023 (or less), the project volume and resulting incentive budget will decline, but the incentive amount as a percentage of project costs would increase significantly.

DIV 1-59
Targeted All Fuel Weatherization

Request:

For the insulation installation trainings referenced at Bates 190, please describe these trainings with more specificity, including, but not limited to frequency, location, and costs or incentives to participants.

Response:

The Company's vendor conducts periodic meetings with approximately 30 weatherization contractors who work in conjunction with the Company's Residential EnergyWise Program for single-family homes. These firms make up the bulk of the residential insulation contracting industry in Rhode Island. These meetings, conducted semi-annually at present, offer an opportunity to update these firms on the status of current initiatives as well as to review specific issues, application questions, and product questions that may have arisen during the preceding period. There is no cost to attendees, and the sessions generally run for 3 to 4 hours. These sessions can be expanded upon to include discussions of weatherization applications for commercial buildings. The Company expects that some additional Rhode Island firms who perform mostly commercial insulation work would also choose to participate in this effort.

Preliminary planning discussions have begun among the Company's vendor, the Rhode Island Office of Energy Resources, Community College of Rhode Island, and Partnership RI in anticipation of future federal funds that may be available to the State for "auditor" training. The consensus of the initial direction of these conversations is to plan for a training effort that would go more broadly beyond the traditional "energy auditor" role to encompass training of sales and installation resources from a variety of firms involved in some aspect of "decarbonization" efforts in Rhode Island. The efforts are pending the release of guidance from the U.S. Department of Energy on the grant application process.

DIV 1-60
Survey

Request:

Please provide a copy of the survey and the results referenced at Bates 190.

Response:

Please see a copy of the survey in Attachment DIV 1-60.

Results are currently being tabulated and will be shared once available.

10/28/22, 3:02 PM

RISE Survey Questions



Small Business Follow Up

Please give feedback on your experience with RISE Engineering

Overall, how satisfied were you with the energy efficiency project that you had installed at your site?*

- Very Satisfied
- Satisfied
- Indifferent
- Dissatisfied
- Very Dissatisfied

Was the process of the install communicated clearly to you by RISE staff?

- Yes
- No

Was the installation contractor professional in their support of the install?

- Yes
- No

Were there aspects of the experience that you would have liked to be different?

10/28/22, 3:02 PM

RISE Survey Questions

Would you recommend RISE to a business peer?

- Yes
 No

Would you be willing to provide RISE with a testimonial and allow access for post-install pictures of your site?

- Yes
 No

Feedback

Please provide additional comments or feedback

Your information

First name

Last name

Email*

protected by reCAPTCHA
[Privacy](#) - [Terms](#)

Submit

©2022 RISE

A pioneer in the delivery of turnkey energy-efficiency services, RISE works with utilities and other energy program sponsors to offer energy users comprehensive efficiency services that reduce their environmental

10/28/22, 3:02 PM

RISE Survey Questions

footprint and operating expenses.

[Privacy Policy](#)

CORPORATE HEADQUARTERS

RISE
1341 Elmwood Avenue
Cranston, Rhode Island 02910
(800) 422-5365

DIV 1-61
Small Business Vendor

Request:

- a) Please identify with more specificity how the Small Business vendor has been “educating customers on the benefits of participating in the ADR program.
- b) Please identify the name of the Small Business Vendor and provide a copy of the current contract.

Response:

- a) A representative of the Company's Small Business vendor discusses the ADR offering with customers that install or otherwise engage with Wi-Fi thermostats in conjunction with the program. Given the size and nature of most of these customers, few express interest in the ADR offering because there is limited potential to reduce their utility bills.
- b) The Small Business Vendor is RISE Engineering. Please refer to Attachment DIV 1-55-1 for the contract and Attachment DIV 1-55-2 for an amendment to the contract.

DIV 1-62
On-Bill Repayment

Request:

Attachment 2, Bates Page 195 shows the Electric and Gas OBR Limitations as “Maximum tenor too short for many comprehensive upgrades.”

- a) Can the maximum tenor be extended?
- b) If not, which financing program has a long enough tenor to support comprehensive upgrades for these customers?

Response:

- a) Yes, the maximum tenor can be extended. Historically, the Company typically offered a shorter loan tenor (2 to 3 years) so loans would be paid back more quickly, with repaid funds becoming available sooner to fund future projects. Furthermore, limiting the loan duration limits the risk of loan default.

As “low-hanging fruit” (measures with short payback periods) has become less common in recent years, the Company has gradually begun offering longer loan tenors (often up to seven years), primarily to municipal customers. Longer loan tenors are attractive to many customers and often allow projects to be cost effective from the time they are installed. The Company could consider longer loan tenors for other customer classes as well.

Nevertheless, for many measures with very long payback periods and marginal benefit-cost ratios (for example, many insulation and air sealing projects), these projects would require some combination of long loan tenors and large incentives to attract significant customer interest.

- b) This subpart is not applicable in light of the Company's response to subpart (a) above.

DIV 1-63
Forecasted Sales Increase

Request:

Attachment 5, Table E-1, Bates Page 292 shows significantly higher sales in 2023 as compared to 2022.

- a) What are the causes of this sales increase?
- b) What proportion of the reduction in the EE charge does this sales increase account for?

Response:

- a) Rhode Island Energy has finalized an updated sales forecast. The updated sales forecast is lower compared to 2022. This updated sales forecast will be reflected in an updated Table E-1 that will be filed at a later date.

	Forecasted Sales per Sector, in kWh			
	Income Eligible	Non-Income Eligible	Commercial & Industrial	Total
2022 Forecast	246,778,762	2,930,118,727	4,162,361,309	7,339,258,798
Original 2023 Forecast	249,618,693	2,965,872,823	4,203,681,505	7,418,734,839
Updated 2023 Forecast	242,679,671	2,913,872,823	4,170,068,344	7,326,620,839

- b) Given the update mentioned in (a) above, the sales forecast is no longer a factor in the reduction of the EE charge between 2022 and 2023.

DIV 1-64
C&I Underspending

Request:

Attachment 5, Table E-1, Bates 292 shows significant underspending in the C&I sector in 2022, which is contributing to a reduced EE charge in 2023.

- a) What are the causes of this underspending?
- b) What portion of the reduction in the EE charge does this underspending account for?

Response:

- a) The Company anticipates underspending its C&I sector budget in 2022 primarily because it is forecasting project activity volume that is below planned levels, as well as significant underspending in Sales, Technical Assistance, and Training (STAT).

Incentives

The Company forecast used to generate Table E-1 showed that the combined Large Commercial Retrofit and Large Commercial New Construction Programs would underspend by a combined \$10.8 million (31 percent) and underachieve lifetime MWh savings goals by a combined 27 percent. This underachievement of savings goals is causing underspending of the incentive budget. Contributing factors are believed to include:

- Supply chain shortages, leading to significant delays in equipment delivery and project timelines;
- Inflation, which is driving higher equipment and labor prices, as well as constrained budgets among some customers; and
- Greater than anticipated saturation of the lighting market among large customers.

The forecast also showed underspend of \$0.9 million for the Small Business Direct Install Program and overspend of \$0.5 million in the Commercial Connected Solutions Program.

Sales, Technical Assistance, and Training

As of August, the Company was forecasting STAT underspend of \$2.3 million, which is 37% of the overall budget. While a portion of this is attributable to reduced project activity (below-budget payments to implementation vendors), much of it can be attributed to lower staffing levels than planned for.

DIV 1-64, Page 2
C&I Underspending

- b) The C&I underspend accounts for 51 percent of the total reduction in the EE charge. This is based on the calculation that the forecasted C&I underspending of \$13.5 million in 2022 is equal to \$0.0018 per kWh of electricity sales shown in Table E-1 (7.4 billion kWh), which is 51 percent of the total \$0.0036 reduction in the EE charge.

DIV 1-65
Budgets

Request:

Attachment 5, Table E-4, Bates Page 295 shows significantly lower investment in the residential multifamily program in 2023 as compared to 2022.

- a) Why has the level of investment in this program changed so significantly?
- b) What measures are being offered to customers with the amount of funding that has been allocated to the program?
- c) What measures were omitted from the program?

Response:

- a) The budget was reduced in response to high past participation in the multifamily program, which was confirmed by the participant studies. Additionally, the number of measures implemented has been low relative to the number planned, resulting in an underused budget and not reaching savings goals. This reduction will right-size the budget for the multifamily program in light of these observations.
- b) Please see Attachment DIV 1-65 for planned measures under the Residential Multifamily Program (EnergyWise Multifamily) in the 2023 Electric Plan and the 2022 Electric Plan.
- c) Please see Attachment DIV 1-65 for measures that were omitted from the 2023 Electric Plan and the 2022 Electric Plan. Measures with an "N/A" assignment indicate instances where measures do not directly map between the 2022 and 2023 Electric Plans.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
DIV 1-65

Planned and Omitted Measures in the EnergyWise Multifamily program in the 2022 Electric Plan and the 2023 Electric Plan.
Measures with an “N/A” assignment indicate instances where measures do not directly map between the 2022 and 2023 Electric Plans.

2022 Measures	2022	2023 Measures	2023
AERATOR	Planned	AERATOR	Planned
AERATOR Oil	Planned	AERATOR Oil	Planned
AIR SEALING ELEC WITH AC	Planned	AIR SEALING ELEC WITH AC	Planned
AIR SEALING OIL	Planned	AIRSEAL, Oil	Planned
Common Ext LED Bulbs	Planned		N/A
Common Ext LED Fixture	Planned	Common Ext LED Fixture	Omitted
Common Ext Reflector	Planned	Common Ext Reflector	Omitted
Common Int EISA Exempt	Planned	Common Int EISA Exempt	Omitted
Common Int LED Bulbs	Planned	Common Area LED Bulb	Omitted
Common Int LED Fixture	Planned	Common Int LED Fixture	Omitted
Common Int Reflector	Planned	Common Int Reflector	Omitted
Custom	Planned	CUST NON-LGT	Planned
		CUSTOM CHP	Omitted
		CUSTOM CIRCULATOR	Planned
		HVAC_Custom	Omitted
		WATER HEATING_Custom	Omitted
Dwelling Ext LED Fixture	Planned	Dwelling Ext LED Fixture	Omitted
Dwelling Ext Reflector	Planned	Dwelling Ext Reflector	Omitted
Dwelling Int EISA Exempt	Planned	Dwelling Int EISA Exempt	Omitted
Dwelling Int LED Bulbs	Planned	LED Bulbs	Planned
Dwelling Int Reflector	Planned	Dwelling Int Reflector	Omitted
INSULATION ELEC WITH AC	Planned		N/A
INSULATION OIL	Planned	INSULATION, Oil	Planned
Participant	Planned		N/A
Pipe Wrap DHW Elec	Planned	Pipe Wrap DHW Elec	Planned
SHOWERHEAD ELEC	Planned	SHOWERHEAD	Planned
SHOWERHEAD Oil	Planned	SHOWERHEAD Oil	Planned
Smart Strip	Planned	Smart Strip	Planned
THERMOSTAT Elec with AC	Planned		N/A
THERMOSTAT OIL	Planned	THERMOSTAT, Oil	Planned
TSV Showerhead Elec	Planned	TSV Showerhead	Planned
TSV Showerhead Oil	Planned	TSV Showerhead Oil	Planned
Pipe Wrap DHW Oil	Omitted	Pipe Wrap DHW Oil	Planned
	N/A	AIRSEAL, Other	Planned
	N/A	Heat Pumps	Planned
	N/A	INSULATION	Planned
	N/A	INSULATION, Other	Planned
	N/A	Pipe Wrap DHW Other	Planned
	N/A	SHOWERHEAD Other	Planned
	N/A	Thermostats	Planned
	N/A	TSV Showerhead Other	Planned
	N/A	VFD	Planned

DIV 1-66
Budgets

Request:

Attachment 5, Table E-4, Bates Page 295 shows significantly lower investment in the income eligible single-family program in 2023 as compared to 2022.

- a. Why has the level of investment in this program changed so significantly?
- b. What measures are being offered to customers with the amount of funding that has been allocated to the program?
- c. What measures were omitted from the program?

Response:

- a. The budget has been adjusted to be closer to actual spending. Rhode Island Energy believes the 2022 program year's income eligible budget was set too high relative to spending and therefore chose to right-size the 2023 budget in response.
- b. Please see the table in Attachment DIV 1-66 for planned measures under the Income Eligible Single Family Program in the 2023 Electric Plan and the 2022 Electric Plan.
- c. Please see the table in Attachment DIV 1-66 for measures that were omitted from the 2023 Electric Plan and the 2022 Electric Plan. Measures with an "N/A" assignment indicate instances where measures do not directly map between the 2022 and 2023 Electric Plans.

Planned and Omitted Measures in the Income Eligible Single Family Program in the 2023 Electric Plan and the 2022 Electric Plan
Measures with an “N/A” assignment indicate instances where measures do not directly map between the 2022 and 2023 Electric Plans.

2022 Measures	2022	2023 Measures	2023
Wx Elec	Planned	Wx Elec	Planned
Wx DelFuel	Planned	Wx DelFuel	Planned
Refrig rebate	Planned	Refrig rebate	Planned
Programmable Thermostat, Oil	Planned	THERMOSTATOIL	Planned
Programmable Thermostat, Other	Planned	THERMOSTATOTHER	Planned
FREEZER	Planned	FREEZER	Planned
Programmable Thermostat, Electric	Planned	THERMOSTATELEC	Planned
HEAT SYSTEM	Planned	HEATSYSTEM	Planned
Minisplit Heat Pumps - Electric Resistance	Planned	Minisplit Heat Pumps - Electric Resistance	Planned
Dehumidifier Rebate	Planned	Dehumidifier Rebate	Planned
ACREPLACE	Planned	ACREPLACE	Planned
Early Retirement CW Elec DHW & Elec Dryer	Planned	ERCW, Elec DHW & Elec Dryer_RETIRE	Planned
Early Retirement CW Gas DHW & Elec Dryer	Planned	ERCW, Gas DHW & Elec Dryer_RETIRE	Planned
Early Retirement CW Oil DHW & Elec Dryer	Planned	ERCW, Oil DHW & Elec Dryer_RETIRE	Planned
Early Retirement CW Gas DHW & Gas Dryer	Planned	ERCW, Gas DHW & Gas Dryer_RETIRE	Planned
Early Retirement CW Propane DHW & Elec Dryer	Planned	ERCW, Propane DHW & Elec Dryer_RETIRE	Planned
DHWOIL	Planned	DHWOIL	Planned
EDUC - TLC	Planned	EDUC - TLC	Planned
Smart Strip	Planned	Smart Strip	Planned
LED Bulbs	Planned	LED Bulbs	Planned
DHWELEC	Planned		N/A
DHWGAS	Planned		N/A
WATERBED	Planned	WATERBED	Omitted
Early Retirement CW Elec DHW & Gas Dryer	Planned	ERCW, Elec DHW & Gas Dryer_RETIRE	Omitted
Programmable Thermostat, Gas	Planned		N/A
APREMOV	Planned		N/A
Minisplit Heat Pumps - Oil Fuel Switching	Omitted	Minisplit Heat Pumps - Oil Fuel Switching	Planned
HP Water Heaters	Omitted	HP Water Heaters	Planned
	N/A	Heating System Retrofit, Furnace, Other	Planned
	N/A	WI-FI THERMOSTAT, OTHER	Planned
	N/A	WI-FI THERMOSTAT, AC ONLY	Planned
	N/A	WI-FI THERMOSTAT, OIL	Planned
	N/A	Heating System Retrofit, Boiler, Oil	Planned
	N/A	Heating System Retrofit, Boiler, Other	Planned
	N/A	Heating System Retrofit, Furnace, Oil	Planned
	N/A	Wx Other	Planned

DIV 1-67
Budgets

Request:

Attachment 5, Table E-4, Bates Page 295 shows significantly lower investment in the C&I Small Business Direct Install program in 2023 as compared to 2022.

- a) Why has the level of investment in this program changed so significantly?
- b) What measures are being offered to customers with the amount of funding that has been allocated to the program?
- c) What measures were omitted from the program?

Response:

- a) As of early September, the C&I Small Business Direct Install ("SBDI") vendor was forecasting to underspend its budget while achieving its savings target. Because the SBDI Electric savings targets for 2023 are comparable to 2022 before adjusting for Measurement and Verification impacts, the Company believes the budget can be reduced to the level proposed while achieving the proposed savings targets.
- b) Please see the table in Attachment DIV 1-67 for the list of Electric measures with planned incentive amounts under the C&I Small Business Direct Install Program in 2022 and 2023. Overall, the Company anticipates the same measure mix in 2023 compared with 2022; however, the 2023 measure list is far more detailed than the 2022 measure list, with 16 measures incentivized in 2023 compared to just three measures in 2022. The attachment maps how the 2023 measures were categorized in 2022.
- c) No measures with planned incentive quantities in 2022 have been omitted in 2023.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
DIV 1-67

2022 Measures	Planned in 2022?	2023 Measures	Planned in 2023?
Lighting	Planned	CUSTOM LIGHTING	Planned
		LED CASE REFRIG - PRESCRIPTIVE	Planned
		LED INTERIOR - HW	Planned
		LED INTERIOR - SI	Planned
		LED EXTERIOR - HW	Planned
Lighting Controls	Planned	OCCUPANCY SENSORS	Planned
		TIMECLOCKS	Planned
Non-Lighting	Planned	Freezer Recycling	Planned
		CUSTOM REFRIGERATION	Planned
		PROGRAMMABLE THERMOSTATS	Planned
		CUSTOM MOTORS/DRIVES - HVAC	Planned
		CUSTOM MOTORS/DRIVES - NON-HVAC	Planned
		Water Heating measures - Prescriptive	Planned
		VENDING MACHINES	Planned
CUSTOM PROCESS	Planned		
Heat Pump	Omitted	CUSTOM HVAC	Planned

DIV 1-68
Budgets

Request:

Attachment 5, Table E-4, Bates Page 295 shows a higher PIM in 2023 as compared to 2022.

- a) What are the causes of this increase in the PIM?
- b) Why does the Company deserve a higher PIM when the budget and associated savings are lower as compared to 2022?

Response:

- a) If a sector has negative planned PIM-eligible net benefits, that sector does not contribute to the portfolio-level design performance achievement. In the 2022 Plan, only the electric C&I sector had positive PIM-eligible net benefits (which totaled \$33.5 million). In the 2023 Plan, the electric non-income eligible residential and C&I sectors both have positive PIM-eligible net benefits (which total \$34.5 million). Please see the Company's response to DIV 1-82 for why electric non-income eligible residential PIM-eligible net benefits went from negative in the 2022 Plan to positive in the 2023 Plan. Therefore, between 2022 and 2023, the total design performance achievement increased, which has resulted in a higher electric design performance payout for the 2023 Plan.
- b) As described in the Company's response to part a), above, the total design performance achievement has increased between 2022 and 2023. This means that customers are receiving a greater amount of PIM-eligible net benefits from the 2023 Plan compared to the 2022 Plan. For 2023, the Company determined the design performance payout by keeping the approved payout rates from the 2022 Plan constant for 2023. Therefore, the Company believes that the increased delivery of PIM-eligible net benefits to customers and the usage of the approved 2022 payout rates justifies the higher design performance payout.

DIV 1-69
Budgets

Request:

Attachment 5, Table E-4, Bates Page 295 shows an increase in the budget for the Energy Star HVAC program in 2023 as compared to 2022.

- a) How many electric heating system replacements with heat pumps were budgeted for in this program in 2022?
- b) How many electric heating system replacements with heat pumps are budgeted for in this program in 2023?
- c) Which other programs have electric heating system replacements with heat pumps? For each program, please indicate the number of replacements budgeted for in 2022 and 2023.

Response:

- a) In 2022, a total of 425 electric heating system replacements with heat pumps were budgeted for Energy Star HVAC.
- b) In 2023, a total of 337 electric heating system replacements with heat pumps are budgeted for Energy Star HVAC.
- c) Please refer to the table below for a detail of planned electric heating system replacements with heat pumps in the 2022 and 2023 Electric Plans.

Program	Planned Replacements	
	2022	2023
Energy Star HVAC	425	337
Energywise	5	18
Income Eligible Single Family Services	48	20
Total	478	375

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

DIV 1-70
BCR

Request:

Attachment 5, Table E-5-Primary, Bates 296 shows higher BCRs in 2023 as compared to 2022 for some programs.

- a. What is the cause of this increase for each program where an increase is observed?
- b. Please provide the costs and benefits by end use for each program where an increase is observed.

Response:

- a. Please refer to the table below for a description of the cause for each of the nine programs where an increase in the BCR is observed between 2022 and 2023 Electric Plans.

Sector and Program	Primary Driver(s) of Increase in BCR between 2022 and 2023 Electric Plans
Non-Income Eligible Residential	
Residential New Construction	The primary drivers are an increase in oil benefits and carbon benefits. There is a net increase in benefits of \$4.0M.
Energy Star® HVAC	The primary drivers are an increase in propane benefits, electric capacity benefits, and carbon benefits. There is a net increase in benefits of \$13.1M.
EnergyWise	The primary drivers are an increase in propane benefits, oil benefits, and carbon benefits. There is a net increase in benefits of \$15.9M
EnergyWise Multifamily	The primary driver is a collective decrease in Program Implementation and Customer Contribution of \$2.3M that overcomes a complementary net decrease in benefits of \$1.5M.
Home Energy Reports	The primary drivers are an increase in electric capacity benefits and carbon benefits, and a decrease in Program Implementation. There is a net increase in benefits of \$1.8M and a decrease in Program Implementation of \$492K.
Residential Consumer Products	The primary drivers are an increase in electric capacity benefits and carbon benefits, and a decrease in Program Implementation and Customer Contribution. There is a net increase in benefits of \$940K and a decrease in Program Implementation and Customer Contribution of \$1.2M collectively.
Income Eligible Residential	
Single Family - Income Eligible Services	The primary driver is an increase in carbon benefits and a decrease in Program Implementation. There is a net increase in benefits of \$2.6M and a decrease in Program Implementation of \$1.2M.
Large Commercial & Industrial	

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division’s First Set of Data Requests
Issued on October 20, 2022

DIV 1-70, Page 2
BCR

Large Commercial New Construction	The primary drivers are an increase in non-resource benefits and carbon benefits, and a partial decrease in Program Implementation and Customer Contribution. There is a net increase in benefits of \$17.7M and a decrease in Program Implementation and Customer Contribution of \$657K collectively.
Large Commercial Retrofit	The primary driver is an increase in non-resource benefits and carbon benefits. There is a net increase in benefits of \$29.7M.
Small Business Direct Install	The primary drivers are an increase in carbon benefits and a decrease in Program Implementation and Customer Contribution. There is a net increase in benefits of \$6.1M and a decrease in Program Implementation and Customer Contribution of \$1.3M collectively.

- b. Please refer to Attachment DIV 1-70 for the requested data. Given that incentives and customer costs are the only costs planned at the measure-level, these are the values we provide in our response.

DIV 1-71
Budgets

Request:

Attachment 6, Table G-4, Bates Page 311 shows a decrease in the budget for the Energy Star HVAC program in 2023 as compared to 2022.

- a) How many gas heating system replacements were budgeted for in this program in 2022?
- b) How many gas heating system replacements are budgeted for in this program in 2023?
- c) Which other programs have gas heating system replacements? For each program, please indicate the number of replacements budgeted for in 2022 and 2023

Response:

- a) A total of 2,290 gas heating system installations were budgeted for the Energy Star HVAC program in 2022.
- b) A total of 2,140 gas heating system installations are budgeted for the Energy Star HVAC program in 2023.
- c) Please refer to the table below as a response. Instances where measures were planned as “Custom,” planned in the context of gross MMBtu, or both were excluded from the table below.^{1, 2, 3}

Planned Installations for Other Programs		
Program	2022	2023
Income Eligible Single Family	280	257
Income Eligible Multifamily	45	12
Multifamily		3
C&I Multifamily		11
Grand Total	325	283

¹ In the Gas Plan, measures within the commercial and industrial (C&I) programs are planned in terms of gross MMBtus except for C&I Multifamily.

² An example of a “Custom” measure is “HEATING_Custom.”

³ Multifamily and C&I Multifamily did not have specific HVAC quantities in 2022. The Custom Heating was rolled up to Custom non-lighting overall.

DIV 1-72
Budgets

Request:

Attachment 6, Table G-4, Bates Page 311 shows significantly lower investment in the Income Eligible Single-Family program in 2023 as compared to 2022.

- a) Why has the level of investment in this program changed so significantly?
- b) What measures are being offered to customers with the amount of funding that has been allocated to the program?
- c) What measures were omitted from the program?

Response:

- a) The budget has been adjusted to be closer to actual spending. The program administrators believe the 2022 program year’s income eligible budget was set too high relative to spending and therefore chose to right-size the 2023 budget in response.
- b) Please see Table 1 below, which shows the planned measures under the Income Eligible Single Family Program in the 2023 Gas Plan and the 2022 Gas Plan.
- c) Please see Table 1 below, which shows the measures that were omitted from the 2022 Gas Plan and the 2023 Gas Plan. Measures with an “N/A” assignment indicate instances where measures do not map directly between the 2022 and 2023 Gas Plans.

Table 1. Planned and Omitted Measures in the Income Eligible Single Family Program in 2022 and 2023 Gas Plans

2022 Measures	2022	2023 Measures	2023
HEATSYSTEM	Planned	Boiler	Planned
		FURNACE	Planned
Participants	Planned	Participants (Unique Account Numbers)	Omitted
WEATHER	Planned	Weatherization	Planned
	N/A	Programmable Thermostat, Gas	Omitted
	N/A	Wi-Fi Thermostat, Gas	Omitted
	N/A	Triple Pane Windows	Omitted

DIV 1-73
Budgets

Request:

Attachment 6, Table G-4, Bates Page 311 shows a higher investment for the Income Eligible Multi-Family program in 2023 as compared to 2022 and Table G-7, Bates Page 321, shows lower lifetime and annual savings in 2023 as compared to 2022. What are the causes of the differing trends in costs versus savings for this program?

Response:

The cost of savings for this program has increased over the years because of a shift from predominantly weatherization measures to predominantly heating system upgrades. The Company is also seeing less opportunity in large Income Eligible ("IE") Multifamily buildings and is shifting to better serve small IE Multifamily properties. Heating system replacements in smaller buildings are less cost effective than large buildings.

DIV 1-74
EnergyWise

Request:

Attachment 6, Table G-5-Primary, Bates Page 312 shows a negative customer contribution for the EnergyWise Multi-Family program? Please explain the reason for this negative customer contribution.

Response:

The negative customer contribution for the EnergyWise Multifamily program is due to a high free-ridership rate.¹ Any financial incentives paid to free-riders are counted as a cost because the Company incurred those costs as part of the overall cost of the Plan regardless of whether the participant is a free-rider or not. Therefore, the Company reduces the benefits and the customer cost by the net-to-gross ratio,² but not the incentives.

¹ The free-ridership rate is the percentage of savings attributable to participants who would have installed the measures in the absence of program intervention.

² The net-to-gross ratio is the ratio of net savings to the gross savings adjusted by any impact factors.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division's First Set of Data Requests
Issued on October 20, 2022

DIV 1-75
BCR

Request:

Attachment 6, Table G-5-Primary, Bates 312 shows higher BCRs in 2023 as compared to 2022 for some programs.

- a. What is the cause of this increase for each program where an increase is observed?
- b. Please provide the costs and benefits by end use for each program where an increase is observed.

Response:

- a. Please refer to the table below for a description of the cause for each of the eight programs where an increase in the BCR is observed between 2022 and 2023 Gas Plans.

Sector and Program	Primary Driver(s) of Increase in BCR between 2022 and 2023 Gas Plans
Non-Income Eligible Residential	
Energy Star® HVAC	The primary drivers are increase in carbon benefits, natural gas commodity benefits, and capacity-related benefits, and a decrease in Program Implementation and Customer Contribution. There is a net increase in benefits of \$6.3M and a decrease in Program Implementation and Customer Contribution of \$314K collectively.
EnergyWise	This primary driver is an increase in carbon benefits. There is a net increase in benefits of \$10.8M.
EnergyWise MultiFamily	The primary driver is an increase in carbon benefits. There is a net increase in benefits of \$765K and a decrease in Customer Contribution of \$494K.
Home Energy Reports	The primary driver is an increase in carbon benefits. There is a net increase in benefits of \$1.2M.
Residential New Construction	The primary drivers are an increase in carbon benefits and a decrease in Customer Contribution. There is a net increase in benefits of \$123K and a net decrease in costs of \$37K (Program Implementation increased by \$109K but Customer Contribution decreased by \$146K).
Income Eligible Residential	
Single Family - Income Eligible Services	The primary driver is a decrease in Program Implementation. There is a decrease in Program Implementation of \$934K.
Large Commercial & Industrial	
Large Commercial New Construction	The primary drivers are an increase in carbon benefits and a decrease in Program Implementation and Customer Contribution. There is a net increase in benefits of \$3.9M and a collective decrease in Program Implementation and Customer Contribution of \$547K.
Small Business Direct Install	The primary driver is an increase in carbon benefits and natural gas commodity benefits. There is a net increase in benefits of \$2.0M.

- b. Please refer to the Attachment DIV 1-75 for a response. Incentives and customer costs are the only costs planned at the measure-level.

DIV 1-75, Page 2
BCR

Please note, that in the course of preparing this response, the Company identified an error in EnergyWise where an income eligible non-energy impact (NEI) was incorrectly assigned to the "Participants (Unique Account Numbers)" measure, which led to an overcounting of benefits. When this error is corrected, the BCR for EnergyWise decreases from 1.97 to 1.93 and Gas Portfolio BCRs remain above 1.00. The Company will file a full set of corrected gas tables at a later date which will include this correction.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
DIV 1-75
BCR

The table below is created as a response to Part (b) of DIV 1-75.

Non-Income Eligible Residential				
Program	End Use	Incentive	Customer Cost	Benefits
Energy Star® HVAC	Envelope	\$24,375	\$53,937	\$137,556
	Hot Water	\$95,473	\$160,775	\$348,370
	HVAC	\$2,657,200	\$3,504,008	\$13,441,005
EnergyWise	Behavior	\$0	\$0	\$422,707
	Envelope	\$7,600,000	\$954,000	\$18,680,183
	HVAC	\$200,500	-\$76,310	\$1,806,473
	Hot Water	\$25,200	-\$5,544	\$362,025
EnergWise Multifamily	HVAC	\$162,100	\$52,305	\$631,185
	Hot Water	\$11,000	\$556	\$257,112
	Envelope	\$994,150	-\$203,004	\$6,193,919
Home Energy Reports	Behavior	\$0	\$0	\$2,899,193
Residential New Construction	HVAC	\$0	\$0	\$552,699
	Energy Star Homes	\$358,460	\$301,051	\$1,120,651
Income Eligible Residential				
Program	End Use	Incentive	Customer Cost	Benefits
Single Family - Income Eligible Services	Envelope	\$2,750,000	\$0	\$10,077,182
	HVAC	\$1,413,500	\$0	\$2,447,932
Commercial & Industrial				
Program	End Use	Incentive	Customer Cost	Benefits
Large Commercial New Construction	Food Service	\$424,966	-\$33,317	\$12,017,949
	Hot Water	\$344,521	-\$78,772	\$3,041,109
	HVAC	\$540,204	\$189,427	\$5,677,018
	Other	\$175,212	-\$13,737	\$1,844,371
	Whole Building	\$40,000	-\$3,136	\$292,770
Small Business Direct Install	Envelope	\$40,000	\$11,600	\$242,192
	Hot Water	\$104,780	\$30,386	\$1,300,420
	HVAC	\$177,025	\$51,337	\$1,519,145
	Motors/Drives	\$4,450	\$1,291	\$65,647
	Other	\$244,600	\$70,934	\$545,891
	Process	\$2,725	\$790	\$33,781

(1) "IE Participant" NEI incorrectly assigned to "Participants (Unique Account Numbers)" measure under EnergWise Behavior End Use. Benefits should be \$0 for this End Use.

(2) No incentive or customer costs for Home Energy Reports measures as they are included in the STAT which is not shown.

(3) No incentive or customer costs for Residential New Construction HVAC End Use given the nature of "Codes and Standards" measure as they are included in STAT which is not shown.

DIV 1-76
Pilots, Demonstrations & Assessments

Request:

Attachment 8, Bates Page 342 states, “Historically, the Company typically waited for approval of the Annual Plan before proceeding with new pilots and demonstrations. In 2023, although the Company is proposing a smaller overall budget for pilots, demonstrations, and assessments, a larger Innovation Pipeline budget has been proposed. Furthermore, the Company intends to leverage the Innovation Pipeline for in-year pilots and demonstrations in addition to assessments. This initiative will allow the Company to act with greater urgency and agility moving forward. Stakeholders will receive prior notification and be allowed to vet projects and provide input before the Company proceeds with pilots, demonstrations, or assessments are being considered for the Innovation Pipeline.”

- a) How much smaller are the total budgets for pilots, demonstrations, and assessments in 2023 as compared to 2022?
- b) How much larger is the innovation pipeline budget in 2023 as compared to 2022?
- c) How does the total budget for all these activities in 2023 as compared to 2022?
- d) How will stakeholders receive prior notification, vet projects, and provide inputs on these activities?

Response:

- a) The Company reduced its total proposed budget for Pilots, Demonstrations, and Assessments (“PDA”)’s in 2023 by \$1,040,348 (59%) relative to 2022.
- b) The innovation pipeline budget is \$63,280 larger in 2023 than in 2022.
- c) The innovation pipeline is part of the total PDA budget. Therefore, the sum of these activities for 2023 is \$1,040,348 smaller than in 2022.
- d) Projects that leverage the innovation pipeline budget will be discussed with stakeholders in monthly Residential and Commercial & Industrial sector team meetings prior to project launch to ensure stakeholders can vet projects and offer input. These meetings are coordinated with the EERMC’s consultant team and open to other stakeholders.

DIV 1-77
Weatherization generally

Request:

For each of the three sectors in the electric portfolio:

- a) How many weatherization participants is the Company proposing for 2023, and what is the associated budget for the weatherization projects?
- b) How does this compare to 2021 actuals and current estimates for 2022?

Response:

Please refer to Table 1 and Table 2 below as a response to Part a and Part b.

- The Company does not have year-end estimates for 2022.
- Values found in Table 2 represent incentives only.

Table 1

Electric Plan Weatherization Participation			
Program	2021 Actuals	2022 Actuals As of October	2023 Planned
EnergyWise Single Family	3,109	1,441	2,000
Income Eligible Single Family	253	227	685
EnergyWise Multifamily	Not planned or tracked by participant		
Income Eligible Multifamily	Not planned or tracked by participant		
Small Business Direct Install	0	9	Not planned by participant

Table 2

Electric Plan Weatherization Budget			
Program	2021 Actuals	2022 Actuals As of October	2023 Planned
EnergyWise Single Family	\$13,909,247	\$5,393,075	\$6,597,415
Income Eligible Single Family	\$1,177,389	\$1,102,185	\$3,767,500
EnergyWise Multifamily	\$80,854	\$38,106	\$222,425
Income Eligible Multifamily	\$0	\$0	\$39,950
Small Business Direct Install	\$0	\$93,005	Not explicitly planned

DIV 1-78
Weatherization generally

Request:

For each of the three sectors in the gas portfolio:

- a) How many weatherization participants is the Company proposing for 2023, and what is the associated budget for the weatherization projects?
- b) How does this compare to 2021 actuals and current estimates for 2022?

Response:

Please refer to Table 1 and Table 2 below as a response to Part a and Part b.

- The Company does not have year-end estimates for 2022.
- Values found in Table 2 represent incentives only.

Table 1

Gas Plan Weatherization Participation			
Program	2021 Actuals	2022 Actuals As of October	2023 Planned
EnergyWise Single Family	3,189	1,663	2,000
Income Eligible Single Family	372	254	500
EnergyWise Multifamily	Not planned or tracked by participant		
Income Eligible Multifamily	Not planned or tracked by participant		
C&I Multifamily	Not planned or tracked by participant		
Small Business Direct Install	6	91	Not planned by participant
C&I Retrofit	1	0	Not planned by participant
C&I New Construction	1	0	Not planned by participant

Table 2

Gas Plan Weatherization Budget			
Program	2021 Actuals	2022 Actuals As of October	2023 Planned
EnergyWise Single Family	\$13,483,856	\$5,098,247	\$7,610,500
Income Eligible Single Family	\$1,595,442	\$1,121,909	\$2,750,000
EnergyWise Multifamily	\$1,135,436	\$99,486	\$994,450
Income Eligible Multifamily	\$872,082	\$20,526	\$250,800

DIV 1-78, Page 2
Weatherization generally

C&I Multifamily	\$81,621	\$77,023	\$73,200
Small Business Direct Install	\$53,325	\$671,611	Not explicitly planned
C&I Retrofit	\$859	\$0	Not explicitly planned
C&I New Construction	\$631	\$0	Not explicitly planned

DIV 1-79
Tables - E & G

Request:

Please provide a copy of the Excel workbooks used to prepare Table E-8C and Table G-8C, in machine-readable format with all links intact.

Response:

Please see Attachment 1-79-1 for Table E-8C in Excel format with intact links to the "PIM and SQA" tab from the electric BCR model.

Please see Attachment DIV 1-79-2 for Table G-8C in Excel format with intact links to the "PIM and SQA" tab from the gas BCR model.

Table E-8C
National Grid
2023 Electric PIM and SQA

Sector PI = min{ Payout Cap(j), [Actual Net Benefits* Design Payout Rate(g) * Payout Rate Adjustment(i)] }

Sector	Planned Eligible Benefits		Planned Eligible Costs	Planned Eligible Net Benefits (4)	Design Performance Achievement	Design Performance Payout	Design Payout Rate	Payout Cap
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(j)
	100% Electric Utility System Benefits	50% Resource Benefits	Eligible Spending Budget + Regulatory Costs	=(a)+(b)-(c)	Net benefits at which design incentive pool is achieved	=(e)*(g)	Input	=1.25*(f) Cap on sector payout regardless of achievement in sector
Residential New Construction	\$1,643,118	\$1,291,869	\$1,658,016	\$1,276,971	N/A	N/A	N/A	N/A
ENERGY STAR® HVAC	\$11,028,764	\$2,745,043	\$5,704,661	\$8,069,146	N/A	N/A	N/A	N/A
EnergyWise	\$2,783,028	\$6,043,862	\$16,150,076	-\$7,323,186	N/A	N/A	N/A	N/A
EnergyWise Multifamily	\$1,283,647	\$149,177	\$1,387,931	\$44,893	N/A	N/A	N/A	N/A
Home Energy Reports	\$4,108,596	\$0	\$2,212,360	\$1,896,236	N/A	N/A	N/A	N/A
Residential Consumer Products	\$5,433,380	\$83,350	\$2,570,235	\$2,946,495	N/A	N/A	N/A	N/A
Non-income Eligible Residential	\$26,280,534	\$10,313,300	\$29,683,279	\$6,910,555	\$6,910,555	\$698,328	10%	\$872,910
Single Family - Income Eligible Services	\$3,596,415	\$2,887,732	\$12,281,973	-\$5,797,826	N/A	N/A	N/A	N/A
Income Eligible Multifamily	\$1,481,718	\$464,961	\$4,332,732	-\$2,386,053	N/A	N/A	N/A	N/A
Income Eligible Residential	\$5,078,133	\$3,352,693	\$16,614,705	-\$8,183,879	\$2,000,000	\$500,000	25%	\$625,000
Large Commercial New Construction	\$21,642,277	-\$123,424	\$8,988,059	\$12,530,794	N/A	N/A	N/A	N/A
Large Commercial Retrofit	\$42,806,845	-\$176,834	\$25,944,747	\$16,685,264	N/A	N/A	N/A	N/A
Small Business Direct Install	\$7,101,898	-\$340,466	\$8,241,123	-\$1,479,691	N/A	N/A	N/A	N/A
Commercial & Industrial	\$71,551,020	-\$640,725	\$43,173,929	\$27,736,367	\$27,736,367	\$2,802,825	10%	\$3,503,531

\$3,501,153

Notes

The total Design Performance Payout is assumed the same as 2022

The Design Performance Payout for the Non-Income Eligible Residential and Commercial & Industrial sectors is set by scaling the total Design Performance Payout by the sector-specific contribution of Planned Eligible Net Benefits. The scaling process excludes Income Eligible Residential because this sector's Planned Eligible Net Benefits are negative.

Sector SQA = Maximum Service Adjustment(e) * Service Achievement Scaling Factor(g)

	Planned Eligible Benefits		Planned Eligible Costs	Design Service Achievement	Eligible Total Benefits - Previous Year	Eligible Total Benefits - Current Year	Maximum Service Adjustment	
	(a)	(b)	(c)	(d)			(e)	
	100% Electric Utility System Benefits	50% Resource Benefits	Eligible Spending Budget + Regulatory Costs	=(a)+(b)			Maximum downward adjustment to earned incentive - Previous Year	Maximum downward adjustment to earned incentive - Current Year
Residential New Construction	\$1,643,118	\$1,291,869	\$1,658,016	\$2,934,987	N/A	N/A	N/A	N/A
ENERGY STAR® HVAC	\$11,028,764	\$2,745,043	\$5,704,661	\$13,773,807	N/A	N/A	N/A	N/A
EnergyWise	\$2,783,028	\$6,043,862	\$16,150,076	\$8,826,890	N/A	N/A	N/A	N/A
EnergyWise Multifamily	\$1,283,647	\$149,177	\$1,387,931	\$1,432,824	N/A	N/A	N/A	N/A
Home Energy Reports	\$4,108,596	\$0	\$2,212,360	\$4,108,596	N/A	N/A	N/A	N/A
Residential Consumer Products	\$5,433,380	\$83,350	\$2,570,235	\$5,516,730	N/A	N/A	N/A	N/A
Non-income Eligible Residential	\$26,280,534	\$10,313,300	\$29,683,279	\$36,593,834	\$32,168,042	\$36,593,834	\$938,438	\$0
Single Family - Income Eligible Services	\$3,596,415	\$2,887,732	\$12,281,973	\$6,484,147	N/A	N/A	N/A	N/A
Income Eligible Multifamily	\$1,481,718	\$464,961	\$4,332,732	\$1,946,679	N/A	N/A	N/A	N/A
Income Eligible Residential	\$5,078,133	\$3,352,693	\$16,614,705	\$8,430,826	\$11,447,904	\$8,430,826	\$443,300	\$326,469
Large Commercial New Construction	\$21,642,277	-\$123,424	\$8,988,059	\$21,518,853	N/A	N/A	N/A	N/A
Large Commercial Retrofit	\$42,806,845	-\$176,834	\$25,944,747	\$42,630,011	N/A	N/A	N/A	N/A
Small Business Direct Install	\$7,101,898	-\$340,466	\$8,241,123	\$6,761,432	N/A	N/A	N/A	N/A
Commercial & Industrial	\$71,551,020	-\$640,725	\$43,173,929	\$70,910,296	\$80,703,137	\$70,910,296	N/A	\$0

Table E-8C
Rhode Island Energy
2023 Electric PIM and SQA

Sector PI = min(Payout Cap(i)), [Actual Net Benefits* Design Payout Rate(g) * Payout Rate Adjustment(i)])

Sector	Planned Eligible Benefits		Planned Eligible Costs	Planned Eligible Net Benefits (4)	Design Performance Achievement	Design Performance Payout	Design Payout Rate	Design Payout Rate Thresholds	Payout Rate Adjustments	Payout Cap	Service Quality Metric
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
	100% Electric Utility System Benefits	50% Resource Benefits	Eligible Spending Budget + Regulatory Costs	=(a)+(b)-(c)	Net benefits at which design incentive pool is achieved	Set by PUC	=(f)/(e)	Achievement levels at which the Payout Rate Adjustments in (i) will be applied—Set by PUC	Factor to adjust Design Payout Rate for if final program achievement fall within the ranges in (h)—Set by PUC	=1.25*(f)	Yes if (d) ≤ 0; No if (d) >0
										Cap on sector payout regardless of achievement in sector	See Service Quality Table
Non-Income Eligible Residential	\$26,280,534	\$10,313,300	\$29,683,279	\$6,910,555	\$6,910,555	\$698,328	10.1%	a. Achievement < 25% b. 25% ≤ Achievement < 50% c. 50% ≤ Achievement < 75% d. 75% ≤ Achievement • Spending > Planned Eligible Costs	a. 0.0 b. Achievement/100 + 0.1 c. Achievement/100 + 0.25 d. 1.0 • See Boundary Rules	\$872,910	Yes
Income Eligible Residential	\$5,078,133	\$3,352,693	\$16,614,705	-\$8,183,879	\$2,000,000	\$500,000	25.00%			\$625,000	Yes
Commercial & Industrial	\$71,551,020	-\$640,725	\$43,173,929	\$27,736,367	\$27,736,367	\$2,802,825	10.1%			\$3,503,531	No

Sector SQA = Maximum Service Adjustment(e) * Service Achievement Scaling Factor(g)

	Planned Eligible Benefits		Planned Eligible Costs	Design Service Achievement	Maximum Service Adjustment	Service Adjustment Thresholds	Service Achievement Scaling Factors	Achievement Cost Adjustment
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	100% Electric Utility System Benefits	50% Resource Benefits	Eligible Spending Budget + Regulatory Costs	=(a)+(b)	Maximum downward adjustment to earned incentive—Set by PUC	Adjusted Achievement levels at which the Service Adjustments in (e) will be applied; adjustment is calculated in (h)	Factor to scale program achievement that fall within the ranges in (f)	Actual-cost-based adjustment factor applied to achievement. Result is if the difference between achievement and cost variances are greater than 5%, the Actual Achievement will be adjusted for use in
Non-Income Eligible Residential	\$26,280,534	\$10,313,300	\$29,683,279	\$36,593,834	\$0	a. Adjusted Achievement < 65% b. 65% ≤ Adjusted Achievement < 95% c. 95% ≤ Adjusted Achievement	a. 1 b. (95-Adjusted Achievement)/30 c. 0	Performance Variance = "Actual Benefits" / "Design Achievement" - "Spending" / "Planned Eligible Cost" If the absolute value (Performance Variance) ≤ 0.05, Then Adjusted Achievement = Actual Achievement Else Adjusted Achievement = Actual Achievement * (1+ Performance Variance)
Income Eligible Residential	\$5,078,133	\$3,352,693	\$16,614,705	\$8,430,826	\$326,469			
Commercial & Industrial	\$71,551,020	-\$640,725	\$43,173,929	\$70,910,296	\$0			

Table G-8C
Rhode Island Energy
2023 Gas PIM and SQA

Sector PI = min{ Payout Cap(j), [Actual Net Benefits* Design Payout Rate(g) * Payout Rate Adjustment(i)] }

Program and Sector	Planned Eligible Benefits		Planned Eligible Costs	Planned Eligible Net Benefits (4)	Design Performance Achievement	Design Performance Payout	Design Payout Rate	Payout Cap
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(j)
	100% Gas Utility System Benefits	50% Resource Benefits	Eligible Spending Budget + Regulatory Costs	=(a)+(b)-(c)	Net benefits at which design incentive pool is achieved	=(e)*(g)	Input	=1.25*(f) Cap on sector payout regardless of achievement in sector
EnergyWise	\$4,882,091	\$339,501	\$10,493,845	-\$5,272,254	N/A	N/A	N/A	N/A
Energy Star® HVAC	\$4,726,674	\$787,306	\$3,791,329	\$1,722,650	N/A	N/A	N/A	N/A
EnergyWise Multifamily	\$996,833	\$46,612	\$1,569,931	-\$526,486	N/A	N/A	N/A	N/A
Home Energy Reports	\$726,563	\$0	\$380,391	\$346,171	N/A	N/A	N/A	N/A
Residential New Construction	\$530,516	\$3,584	\$656,602	-\$122,502	N/A	N/A	N/A	N/A
Non-Income Eligible Residential	\$11,862,676	\$1,177,002	\$16,892,099	-\$3,852,420	\$2,000,000	\$500,000	25%	\$625,000
Single Family - Income Eligible Services	\$1,642,347	\$97,859	\$5,890,302	-\$4,150,096	N/A	N/A	N/A	N/A
Income Eligible Multifamily	\$1,603,902	\$45,719	\$3,489,075	-\$1,839,454	N/A	N/A	N/A	N/A
Income Eligible Residential	\$3,246,250	\$143,577	\$9,379,377	-\$5,989,550	\$2,000,000	\$500,000	25%	\$625,000
Large Commercial New Construction	\$5,493,957	\$315,563	\$3,060,991	\$2,748,529	N/A	N/A	N/A	N/A
Large Commercial Retrofit	\$8,407,870	\$0	\$5,037,686	\$3,370,184	N/A	N/A	N/A	N/A
Small Business Direct Install	\$1,033,781	\$164,422	\$749,652	\$448,551	N/A	N/A	N/A	N/A
Commercial & Industrial Multifamily	\$553,716	\$16,905	\$968,277	-\$397,657	N/A	N/A	N/A	N/A
Commercial & Industrial	\$15,489,323	\$496,890	\$9,816,607	\$6,169,607	\$6,169,607	\$721,940	12%	\$902,425

Sector SQA = Maximum Service Adjustment(e) * Service Achievement Scaling Factor(g)

	Planned Eligible Benefits		Planned Eligible Costs	Design Service Achievement	Eligible Total Benefits - Previous Year	Eligible Total Benefits - Current Year	Maximum Service Adjustment	
	(a)	(b)	(c)	(d)			(e)	
	100% Gas Utility System Benefits	50% Resource Benefits	Eligible Spending Budget + Regulatory Costs	=(a)+(b)			Maximum downward adjustment to earned incentive - Previous Year	Maximum downward adjustment to earned incentive - Current Year
EnergyWise	\$4,882,091	\$339,501	\$10,493,845	\$5,221,591	N/A	N/A	N/A	N/A
Energy Star® HVAC	\$4,726,674	\$787,306	\$3,791,329	\$5,513,980	N/A	N/A	N/A	N/A
EnergyWise Multifamily	\$996,833	\$46,612	\$1,569,931	\$1,043,445	N/A	N/A	N/A	N/A
Home Energy Reports	\$726,563	\$0	\$380,391	\$726,563	N/A	N/A	N/A	N/A
Residential New Construction	\$530,516	\$3,584	\$656,602	\$534,100	N/A	N/A	N/A	N/A
Non-Income Eligible Residential	\$11,862,676	\$1,177,002	\$16,892,099	\$13,039,679	\$10,986,752	\$13,039,679	\$290,063	\$344,262
Single Family - Income Eligible Services	\$1,642,347	\$97,859	\$5,890,302	\$1,740,206	N/A	N/A	N/A	N/A
Income Eligible Multifamily	\$1,603,902	\$45,719	\$3,489,075	\$1,649,621	N/A	N/A	N/A	N/A
Income Eligible Residential	\$3,246,250	\$143,577	\$9,379,377	\$3,389,827	\$4,713,513	\$3,389,827	\$171,275	\$123,176
Large Commercial New Construction	\$5,493,957	\$315,563	\$3,060,991	\$5,809,520	N/A	N/A	N/A	N/A
Large Commercial Retrofit	\$8,407,870	\$0	\$5,037,686	\$8,407,870	N/A	N/A	N/A	N/A
Small Business Direct Install	\$1,033,781	\$164,422	\$749,652	\$1,198,203	N/A	N/A	N/A	N/A
Commercial & Industrial Multifamily	\$553,716	\$16,905	\$968,277	\$570,620	N/A	N/A	N/A	N/A
Commercial & Industrial	\$15,489,323	\$496,890	\$9,816,607	\$15,986,213	\$18,493,944	\$15,986,213	N/A	\$0

Default Design Performance Achievement (PIM-Eligible Net Benefits < 0)

\$2,000,000

Table G-8C
Rhode Island Energy
2023 Gas PIM and SQA

Sector PI = min{ Payout Cap(j), [Actual Net Benefits* Design Payout Rate(g) * Payout Rate Adjustment(i)] }

Sector	Planned Eligible Benefits		Planned Eligible Costs	Planned Eligible Net Benefits (4)	Design Performance Achievement	Design Performance Payout	Design Payout Rate	Design Payout Rate Thresholds	Payout Rate Adjustments	Payout Cap	Service Quality Metric
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
	100% Gas Utility System Benefits	50% Resource Benefits	Eligible Spending Budget + Regulatory Costs	=(a)+(b)-(c)	Net benefits at which design incentive pool is achieved	Set by PUC	=(f)/(e)	Achievement levels at which the Payout Rate Adjustments in (i) will be applied—Set by PUC	Factor to adjust Design Payout Rate for if final program achievement fall within the ranges in (h)—Set by PUC	=1.25*(f)	Yes if (d) ≤ 0; No if (d) > 0
										Cap on sector payout regardless of achievement in sector	See Service Quality Table
Non-Income Eligible Residential	\$11,862,676	\$1,177,002	\$16,892,099	-\$3,852,420	\$2,000,000	\$500,000	25.0%	a. Achievement < 25% b. 25% ≤ Achievement < 50% c. 50% ≤ Achievement < 75% d. 75% ≤ Achievement • Spending > Planned Eligible Costs	a.0.0 b.Achievement/100 + 0.1 c.Achievement/100 + 0.25 d.1.0 •See Boundary Rules	\$625,000	Yes
Income Eligible Residential	\$3,246,250	\$143,577	\$9,379,377	-\$5,989,550	\$2,000,000	\$500,000	25.0%			\$625,000	Yes
Commercial & Industrial	\$15,489,323	\$496,890	\$9,816,607	\$6,169,607	\$6,169,607	\$721,940	11.7%			\$902,425	No

Sector SQA = Maximum Service Adjustment(e) * Service Achievement Scaling Factor(g)

	Planned Eligible Benefits		Planned Eligible Costs	Design Service Achievement	Maximum Service Adjustment	Service Adjustment Thresholds	Service Achievement Scaling Factors	Achievement Cost Adjustment
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	100% Gas Utility System Benefits	50% Resource Benefits	Eligible Spending Budget + Regulatory Costs	=(a)+(b)	Maximum downward adjustment to earned incentive	Adjusted Achievement levels at which the Service Adjustments in (e) will be applied; adjustment is calculated in (h)	Factor to scale program achievement that fall within the ranges in (f)	Actual-cost-based adjustment factor applied to achievement. Result is if the difference between achievement and cost variances are greater than 5%, the Actual Achievement will be adjusted for use in
Non-Income Eligible Residential	\$11,862,676	\$1,177,002	\$16,892,099	\$13,039,679	\$344,262	a. Adjusted Achievement < 65% b. 65% ≤ Adjusted Achievement < 95% c. 95% ≤ Adjusted Achievement	a.1 b.(95-Adjusted Achievement)/30 c.0	Performance Variance = "Actual Benefits" / "Design Achievement" - "Spending" / "Planned Eligible Cost"
Income Eligible Residential	\$3,246,250	\$143,577	\$9,379,377	\$3,389,827	\$123,176			If the absolute value (Performance Variance) ≤ 0.05, Then Adjusted Achievement = Actual Achievement Else Adjusted Achievement = Actual Achievement * (1+ Performance Variance)
Commercial & Industrial	\$15,489,323	\$496,890	\$9,816,607	\$15,986,213	\$0			

DIV 1-80
Tables - E & G

Request:

For Table E-8C, please explain in detail how you determined the Design Performance Achievement (col e) and the Design Performance Payout (col. f).

Response:

The design performance achievement is equal to PIM-eligible net benefits (as defined in Appendix A of Order 24225 from Docket No. 5076). The 2023 planned PIM-eligible total benefits (including the type and weighting of each benefit category) can be found on Table E-8A of Attachment 5. The planned PIM-eligible total costs can be found on Table E-8B of Attachment 5. There is an exception to the standard determination of the design performance achievement: When sector-level PIM-eligible net benefits are negative, that sector's design performance achievement is \$2,000,000. This exception allows the Company to potentially earn an incentive in sectors with negative planned PIM-eligible net benefits.

The design performance payout is equal to the design performance achievement times the design payout rate. For the 2023 Plan, all 2022 Plan payout rates were held constant. This methodology ensures that the Company's target incentive properly accounts for annual variations in planned performance. The 2022 payout rates resulted from the design performance payouts set by the PUC at the January 2022 Open Meetings. Of note, between 2022 and 2023, the electric non-income eligible residential sector went from negative to positive planned PIM-eligible net benefits (in 2022 the sector did not have a defined payout rate). In the 2023 Plan, the electric non-income eligible residential payout rate was set the same as the electric C&I payout rate. This methodology ensures that the payout rate will be the same for all sectors within a given portfolio. When sector-level PIM-eligible net benefits are negative (\$2,000,000 design performance achievement as discussed in the first paragraph), that sector's design performance payout is \$500,000, and the payout rate is 25%.

DIV 1-81
Tables - E & G

Request:

For Table G-8C, please explain in detail how you determined the Design Performance Achievement (col e) and the Design Performance Payout (col. f).

Response:

Please see the Company's response to DIV 1-80. The design performance achievement and design performance payout are calculated in the same way for both electric and gas. The 2023 planned PIM-eligible net benefits (including the type and weighting of each benefit category) can be found on Table G-8A of Attachment 6.

DIV 1-82
Tables - E & G

Request:

For Table E-8C, please explain why the Planned Eligible Net Benefits (col. d) for the Non-Income Eligible sector are positive when they were negative last year. What changes to the program designs and measures caused this shift?

Response:

Planned Eligible Net Benefits are made up of three components: electric utility system benefits, resource benefits, and eligible costs. Below, we discuss how each of these components changed from 2022 to 2023.

The largest driver of the Electric Utility System Benefits increase comes from Residential HVAC with Wi-Fi thermostats producing the most significant increase in electric benefits.

For resource benefits, ENERGY STAR® HVAC and EnergyWise contributed the largest increases. For HVAC, it is again the large increase in planned Wi-Fi thermostats that are contributing to the increased resource benefits. For EnergyWise, there is a planned increase in the number of deliverable fuel customers served in 2023, compared to 2022.

Between 2022 and 2023, eligible costs decreased for every program except ENERGY STAR® HVAC for a \$4,216,630 total sector-level decrease. The combination of the increases in electric utility system benefits and resource benefits combined with a decrease in eligible costs resulted in positive Planned Eligible Net Benefits for the Non-Income Eligible sector.

Please see Table 1 for the change in utility system benefits, resource benefits, eligible costs, and eligible net benefits between 2022 and 2023. In total, between 2022 and 2023, eligible net benefits increased for all programs except Residential Consumer Products and add up to a \$8,642,422 total sector-level increase.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-33-EE
In Re: 2023 Annual Energy Efficiency Plan
Responses to the Division’s First Set of Data Requests
Issued on October 20, 2022

DIV 1-82, Page 2
Tables - E & G

Table 1: Difference in Electric Non-Income Eligible PIM-Eligible Benefits and Costs between 2023 and 2022

Program	Electric Utility System Benefits (100%)	Resource Benefits (50%)	Eligible Costs	Eligible Net Benefits
Residential New Construction	-\$32,522	\$477,187	-\$52,946	\$497,612
ENERGY STAR® HVAC	\$2,352,559	\$1,906,108	\$724,685	\$3,533,982
EnergyWise	\$702,706	\$1,435,503	-\$1,348,212	\$3,486,420
EnergyWise Multifamily	-\$1,247,562	-\$190,966	-\$2,242,209	\$803,681
Home Energy Reports	\$466,578	\$0	-\$719,226	\$1,185,804
Residential Consumer Products	-\$1,478,567	\$34,768	-\$578,722	-\$865,077
Total	\$763,193	\$3,662,599	-\$4,216,630	\$8,642,422

DIV 1-83
Tables - E & G

Request:

Table E-8C indicates that the electric Design Performance Payout for the 2023 Plan is 4,001,153 (assuming no SQAs). How many basis points does this equal? Please provide all assumptions and calculations.

Response:

The electric design performance payout for 2023 is actually \$3,501,153. The \$500,000 attributed to the income eligible sector is the default payout for sectors with planned negative net benefits. This default payout does not count toward the electric portfolio's total payout.

A payout of \$3,501,153 equals 69.3 basis points. Attachment DIV 1-83 details the calculations, which were derived from Record Request 3 of Docket No. 5189. The basis points characterize the return from the PIM payout but are not an input into the payout calculation.

Electric	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Target Incentive	\$1,267,043	\$1,992,513	\$2,434,131	\$3,240,747	\$4,032,000	\$3,867,400	\$3,878,087	\$4,425,528	\$4,436,022	\$4,905,009	\$5,054,448	\$5,500,000	\$3,390,165

Per annual Electric earnings reports for the 12 months ended:	Dec-2010	Dec-2011	Dec-2012	Dec-2013	Dec-2014	Dec-2015	Dec-2016	Dec-2017	Dec-2018	Dec-2019	Dec-2020	<i>proxy</i>	
												Dec-2021	Dec-2021
Average rate base	\$592,888,677	\$529,235,977	\$562,467,734	\$558,376,556	\$558,965,340	\$654,762,082	\$681,283,839	\$698,889,355	\$747,835,132	\$850,893,253	\$924,621,273	\$991,689,936	\$991,689,936
Equity component percentage	42.8%	48.8%	48.8%	49.1%	49.1%	49.1%	49.1%	49.1%	51.0%	51.0%	51.0%	51.0%	51.0%
Equity rate base	\$253,459,909	\$258,161,310	\$274,371,761	\$274,218,727	\$274,675,568	\$321,750,087	\$334,782,878	\$343,434,229	\$381,022,000	\$433,530,112	\$471,094,539	\$505,266,022	\$505,266,022
Target Incentive as Basis Points of ROE	50.0	77.2	88.7	118.2	146.8	120.2	115.8	128.9	116.4	113.1	107.3	108.9	67.1

DIV 1-84
Tables - E & G

Request:

Table E-8C indicates that the gas Design Performance Payout for the 2023 Plan is 721,940 (assuming no SQAs). How many basis points does this equal? Please provide all assumptions and calculations.

Response:

The 2023 gas design performance payout of \$721,940 equals 12.5 basis points. Attachment DIV 1-84 details the calculations, which were derived from Record Request 3 of Docket No. 5189. The basis points characterize the return from the PIM payout but are not an input into the payout calculation.

Gas	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Target Incentive	\$199,743	\$274,460	\$570,382	\$898,285	\$1,089,700	\$1,119,800	\$1,251,654	\$1,387,550	\$1,309,076	\$1,460,570	\$1,578,601	\$1,700,000	\$1,000,000

Per annual Gas earnings reports for the 12 months ended:	Jun 2011	Jun 2012	Mar 2013	Mar 2014	Mar 2015	Mar 2016	Mar 2017	Mar 2018	Dec 2018	Dec 2019	Dec 2020	<i>proxy</i>	
												Dec 2021	Dec 2021
Average rate base	\$305,905,137	\$331,936,373	\$361,679,538	\$411,635,528	\$481,554,946	\$565,987,807	\$617,312,160	\$690,602,807	\$776,357,063	\$865,035,866	\$993,192,574	\$1,129,628,469	\$1,129,628,469
Equity component percentage	47.7%	47.7%	48.0%	49.1%	49.1%	49.1%	49.1%	49.1%	51.0%	51.0%	51.0%	51.0%	51.0%
Equity rate base	\$145,947,341	\$158,366,844	\$173,425,338	\$202,277,698	\$236,636,100	\$278,126,408	\$303,347,195	\$339,362,219	\$395,553,924	\$440,735,774	\$506,031,616	\$575,545,705	\$575,545,705
Target Incentive as Basis Points of ROE	13.7	17.3	32.9	44.4	46.0	40.3	41.3	40.9	33.1	33.1	31.2	29.5	17.4

DIV 1-85
PIM

Request:

Please describe in detail whether and how the PIM mechanism caused the Company to modify its program designs and measure mixes.

Response:

In developing the 2023 Plan, the PIM was one of many factors considered. It had the effect of encouraging the Company to propose robust but achievable savings targets while building long-term program capabilities and increasing the focus on cost control. The Company believes this approach is in line with the Commission's statements in Order No. 24440 in Docket No. 5189. The Order notes, "the Commission emphasizes that the purpose of the performance incentive is not just to incent the Company to deliver the energy efficiency program that the Commission approved, but also to exert force on the Company to deliver the best economic investment for ratepayers."

In addition, many stakeholders, such as the Energy Efficiency Resources Management Council, the Office of Energy Resources, the Division of Public Utilities and Carriers and others, have expressed a desire to have the Company's energy efficiency programs also focus on objectives such as equity and Greenhouse Gas Emissions reductions. Although the current PIM structure does not ascribe benefits to these objectives, the Company nevertheless attempts to address these objectives within the program portfolio.